SG2 0219

1985

HIGGINS

DEVELOPMENT OF A

MARINA ADMINISTRATION HANDBOOK

JAMES C. HIGGINS

PROJECT FOR
CLEMSON UNIVERSITY'S
OUTDOOR RECREATION MANAGEMENT SHORT COURSE

DEVELOPMENT OF A

MARINA ADMINISTRATION HANDBOOK

JAMES C. HIGGINS

PROJECT FOR
CLEMSON UNIVERSITY'S
OUTDOOR RECREATION MANAGEMENT SHORT COURSE

Author:

James C. Higgins
District Ranger
Bradford Ranger District
Allegheny National Forest
Star Route, Box 88
Bradford, Pennsylvania 16701
(814) 362-4613

Title:

Development of a Marina Administration Handbook

Abstract:

The Marina operated by Kinzua Limited on the Allegheny Reservoir, Allegheny National Forest provides valuable boating services to approximately 200 leaseholders and several hundred additional transient boaters each summer. It is the only service facility for the nearby eight thousand acres of water on the Pennsylvania portion of the Reservoir.

Since the construction of the Reservoir twenty years ago, two marina operations have terminated in bankruptcy because of financial difficulties and poor management. The current operator is experiencing operating difficulties and this has resulted in extreme pressure for some of the boaters on both the operators and the Forest Service. This paper addresses these boater concerns and develops a stringent administration handbook to thoroughly document compliance with terms of the Special Use Permit for the 1986 season.

Table of Contents

	Page
Executive Summary	1
I-Introduction	3
II-Background	4
Kinzua Dam and Allegheny Reservoir	4
The Marina	5
III-Aspects of the Problem	6
Physical	6
Financial	6
User Expectations	7
Management of Operations	8
Permit Administration	9
IV-Procedures	10
V-Summary	12
VI-References Cited	13
VII-Appendices	14
Potential Issues of Boaters Boater Concerns Response to Boaters	
VIII-Marina Handbook	

1

Executive Summary

Title: Development of a Marina Administration Handbook

Author: James C. Higgins
District Ranger
Bradford Ranger District
Allegheny National Forest
Star Route, Box 88
Bradford, Pennsylvania 16701
(814) 362-4613

Summary:

This project is intended to evaluate the expectations of boaters using the Allegheny Reservoir Marina and address their concerns. In addition, it is imperative that a plan for accurate administration and documentation of the Marina Special Use permit is developed and implemented.

The marina provides a valuable service to a large segment of the recreating public in Western New York and Pennsylvania. Because of two past failures by previous operators, a third failure could result in permanent closure of the site.

When a group of boaters requested a meeting in January, 1986 to express their concerns, it was obvious past efforts at resolving the user expectations had failed. A complete evaluation and action plan, utilizing inter-disciplinary skills, was needed. The author served as a member of the team that evaluated potential concerns and developed a response to the numerous specific concerns submitted by the boaters. The author interviewed several marina operations in Western Pennsylvania and New York to evaluate competing facilities, fees and services. In addition an evaluation of the various factors contributing to operating problems was made. It became apparent that the Marina operation is at a critical point. The next season could result in a major improvement toward a successful operation or in failure and termination. Complete documentation of the operation of the marina is needed to protect the interests of all parties by recording factual conditions throughout the season to avoid unsubstantiated beliefs or incomplete observations. A second critical need is increased presence of Forest Service personnel on

the site. This presence will express commitment toward a successful operation.

To meet the need for documentation and Forest Service presence, the team developed a draft administration plan that was finalized and incorporated into a Marina Administration Handbook by the author. In addition continuing efforts need to be made by District Staff in working with the boaters to avoid polarization over unrealistic expectations.

Introduction

A modern well run marina facility is an essential component of the Pennsylvania portion of the Allegheny Reservoir recreation system. Such a facility provides a valuable set of services to transient or day use boaters, those who utilize the many shoreline campgrounds, and to the resident or dock oriented boaters.

The Allegheny Reservoir was completed by the Army Corps of Engineers in 1966. Since that time, the U.S.D.A. Forest Service, has provided for marina facilities through a succession of three special use permits. The first two permits terminated in bankruptcy in 1974 and 1980. The current permittee is experiencing difficulty and another failure is a distinct possibility without extraordinary effort to make improvements by the Permittee.

In addition to financial difficulties, there continue to be managerial problems in the operation of the marina by the permittee. Because the marina facility is located on federal land administered by the Forest Service, the agency has come under strong public criticism over how the permit has been administered. There have been several meetings between representatives of the marina patrons, Forest Service, the permittees and congressional representatives.

Resolution of problems associated with administration of the Marina permit, while protecting the interests of the Government, public, and permittee, is of highest priority on the Allegheny National Forest and the Bradford Ranger District.

To protect the interests of all parties involved, a well-planned, executed and documented administration of the special use permit is needed. The Forest Supervisor, directed that such a plan be developed through an interdisciplinary team. Team members include: District Ranger; Forest Hydrologist and Acting Lands Staff Officer, Realty Specialist, Landscape Architect and, Forest Planning Team Member.

The objective of this project is to develop this "Administration Plan" into a *Handbook* that incorporates the Plan, the permit, and the various materials referenced in the permit to establish standards. The objectives of the Handbook is to improve monitoring and evaluation, and increase Forest Service presence at the marina.

Background

Kinzua Dam and Allegheny Reservoir

The Allegheny Reservoir is located in Northwestern Pennsylvania and Southwestern New York, 9 1/2 miles east of Warren, Pennsylvania. The Reservoir is within a half-day drive of the larger urban areas of: Buffalo/Niagara Falls and Rochester New York; Erie and Pittsburg,Pennsylvania; and Cleveland, Ohio.

At normal summer pool the Reservoir covers over 7,780 acres in Pennsylvania and 4,300 acres in New York, or a total of over 12,000 acres. At this level the total length of the pool exceeds 27 miles in length or 13 miles in Pennsylvania and 14 miles in New York. Because the major drainage pattern is confined to two major river basins with relatively few and shallow side drainages, the 91 miles of shoreline could be considered low in proportion to total length. The shoreline length consists of 63 miles in Pennsylvania and 28 in New York. Virtually all of the shoreline in Pennsylvania, with the exception of the Dam site, are Federal lands administered by the Forest Service.

The Kinzua Dam and Allegheny Reservoir were authorized by the Congress in the Flood Control Acts of 1936, 1938, and 1941. Original authorization was primarily for flood control and low flow augmentation on the lower Allegheny River and Ohio River below Pittsburgh, Pennsylvania. In addition provisions were included for utilization of hydro-electric power and the recreation potential created by the Reservoir.

The construction and administration of the Dam are under the Army Corps of Engineers. The project was completed and pool filled in 1965/66. The water level usually does not fluctuate more than a few feet from mid-April through July. However, because the priorities in the authorization are in the order listed above, water levels may drop as much as 20 to 30 feet during dry periods in August and September. A fluctuation of this magnitude reduces the quality of recreation experiences and causes many user inconveniences. Further draw-down in the fall, combined with refilling in the spring, can present a total water level fluctuation exceeding 50 feet. Design of recreation facilities on the Reservoir must be flexible enough to accommodate fluctuations throughout the major use season.

The Marina

The Marina was constructed in 1966 by Wolf Run Marina, Inc. In return for a 30-year special use permit covering 73 acres, the permittee agreed to a minimum development program that included: (1) docks for 175 boats; (2) buoys for 25 boats; (3) boat rentals {30 boats and 15 motors}; (4) provisions for gas and oil sales and minor repair services; (5) store facilities for lunch goods, tackle and boating equipment; (6) scenic boat excursions; and (7) general access and utilities for the marina system. In addition, Wolf Run Marina, Inc. did establish a marina sales outlet and major repair center. Being the only marina on the Pennsylvania portion of the Reservoir, the marina drew an increasing volume of sales over it's eight-year history. However, it also acquired a history of financial and management difficulties; Wolf Run Marina, Inc. filed for bankruptcy in 1974 and it's assets were sold by sheriff's sale in May of 1974.

The next owners, KAM Dam, Inc., were issued a 20-year special use permit in mid-1974. Over the next five years they experienced a series of poor financial performances, losing an increasing amount each year. Deterioration of the docking system due to ice and fluctuating water levels forced added major capital expenditures over that time. KAM Dam, Inc. went into bankruptcy in 1980.

In 1981, a temporary permit was issued to James and Diane Rapp for one season while the Forest Service completed evaluations of alternatives and prepared a prospectus for issuing a new special use permit.

In 1982, James and Diane Rapp, incorporated as Kinzua Limited, was the only bidder on the prospectus for a 10-year permit. Kinzua Limited was issued the 10-year permit in May, 1982.

Currently the Marina provides docking and buoy space for over 200 boats ranging in size from rowboats to houseboats in excess of 40 feet in length. Additional services include gas and oil, grocery items, fishing bait and tackle, motor repair, boat and motor rental and sewage pump out facilities for the houseboats. Potable water and phone service is available near the docks.

Aspects of the Problem

There are many factors contributing to the historical failures of past marina operations, and most of them are still present. They can be categorized in the grouping of physical; financial; user expectations; management of operations; and permit administration.

Physical

As mentioned, fluctuating water levels caused by flood control needs, adequate stream flow for navigation on the lower Allegheny and Ohio Rivers, water quality, and, to a limited extent, hydro-electric generation, take precedent over recreation use of the Reservoir. Normal summer pool is 1328 feet above sea level. But all structures such as docks, gas pumps and boat launch ramps need to be built to handle fluctuations of 20, 30, or more feet over the primary use period of May through September. This requires that all docks must be floating and capable of frequent adjustments in the anchoring systems. In addition, because of the primary purpose of the Reservoir (flood control), no permanent structures can be constructed below the elevation of 1365 feet or 37 feet above the "normal" summer pool. This requires extra cost in design, construction and maintenance of facilities. They have to be portable, or at least moveable twice each year, or located inconveniently two or three hundred feet from the shoreline.

The other physical factor is the location. The marina site is in a small broad bay on the east side of the main arm of the Reservoir. The docks and boats tied to them, receive the full force of the prevailing westerly winds. Strong winds put added stress on the docks and anchoring systems, and therefore add to initial cost as well as maintenance costs. Also, in high winds navigation into or out of the marina can be very difficult. This contributes to user frustration.

Financial

Marinas in general have a reputation of being a poor risk from a private investment perspective. Rounds (1985) "At today's costs and low slip and mooring rental rates, the return on investment is marginal, encouraging investors to seek developments or investments with higher returns". In addition, according to Chamberlain (1983) "most likely the analyst will find that to obtain a proper return on investment it will be necessary to charge rates higher than the local competition because the industry has consistently failed to structure itself so as to generate a profit". Another factor working against a permittee operating on public lands, is a reluctance of financial institutions to invest in private development on public lands. Forest Service special use permits have a clause that states that all structures and improvements not removed in a reasonable time upon termination or revocation of

the permit shall become the property of the United States. This obviously could substantially depreciate the collateral value of the improvements. Obviously improvements such as sewage systems, utilities, roads, and parking lots would have little or no value if attempted to be removed from the site.

During the financial difficulties of the previous operator, the Forest Service contracted with Dr. C.H. Strauss, (1978) Consultant Resource Economist, to evaluate the financial operations of the Marina. He found that the operation was not financially sound for several reasons. A requirement for substantial amount of private capital, combined with losses due to winter damages, and less than expected volume of business growth was a major factor. In addition, he found that the area of marina sales (boats and motors) generated the highest losses of the four profit centers evaluated (marina sales, repair services, general service, and docking and storage).

Because of the unique financial aspects of private investments on public lands, the Forest Service asked Strauss (1978) to evaluate the potential effects of the investment of public monies into improvements. He recommended that a modest investment program could help, but given the questionable rate of growth and other operating difficulties, he would not recommend any more than a moderate level of investment of public monies. However, such investment alone would not guarantee financial success.

Based on the report of Strauss (1978) and further analysis by the Forest Service, when the new prospectus was developed following the failure by KAM Dam, Inc., a modest level of development was directed. The completion of minimal improvements to provide basic marina facilities and services was incorporated into a 5 year development schedule. In addition, the loss center of boat and motor sales was specifically prohibited until after completion of the minimal development schedule.

To further assist in the economic feasibility of the operations, the Forest Service made a capital investment of over $500,000 to reconstruct the entrance road, enlarge the parking lot, install lighting on the parking lot and asphalt the road and parking lot. In 1985, an additional investment of approximately $50,000 was made to rip-rap seriously eroding banks in the boat launch area. The erosion was generated by fluctuating water levels, not operations by the permittee.

Rounds (1985) substantiates this need for a marriage of private and public resources saying in part "--only through such a joint investment of public and private funds can a new harbor (marina) prove economically viable --."

User Expectations

Unfulfilled expectations and frustration by users of the marina have contributed to problems in both management of the marina and administration of the permit. As

Rich Schreyer (1985) emphasized in his presentation to the Recreation Short Course, recreationists develop strong expectations of what they think they will get out of a planned activity. How well the actual experience matches these expectations determines to what extent their needs were fulfilled. People attempt to undertake activities that will meet their unfulfilled needs, or produce a satisfying experience.

In Strauss' (1978) report, he noted that expectations were not being met that "--from the public's view, reduced the quality and credibility of marina services, causing a loss in sales and added financial handicaps to this business". At the marina, the major area of user dissatisfaction is from among those with the larger houseboats and pontoon boats with living quarters. Those with large boats make up about 15 to 20 percent of the approximately 180 boats that rent seasonal slips.

It is the concerns, expectations and demands of a portion of those with large boats that highlighted the need to improve the administration of the permit. Early this winter, a group of these boaters requested a meeting with Forest Service and Congressman Clinger's office. At this meeting they presented a long list of complaints and concerns. A copy is in the appendix. Several of these concerns were the same as expressed at a meeting with the Forest Service a year earlier and were answered in detail. It is apparent that their expectations of what a marina should be like and what the permit authorizes or requires are not the same. As covered earlier, the permit was intentionally limited in development to attempt to improve the financial feasibility of the operation and still provide basic services. For the 80 plus percent of smaller boat owners and the transient users these basic services have met their needs.

Morash (1985) touched on this in discussing marine facility planning and management. The more attractive the facility in meeting needs and expectations, the higher the use that can lead to overcrowding and thus a thwarting of expectations rather than providing the pleasant, relaxing experience sought. As he says "High quality facilities are generally the recipient of excessive demands, while lesser facilities are under-utilized".

Management of Operations

Quality of management of the marina can obviously have a major role in the success or failure of the operations. Strauss (1978), in evaluating the first 2 ownerships observed "--neither set of marina ownerships has been characterized as innovative managers". He felt the caliber of service and general tenor of those operating and managing the marina would have to improve if the marina was to operate at a break-even profit point.

Unfortunately, many of the large boat owners directly attribute most of their concerns to the management style of the present operators. They feel management doesn't listen to their concerns, are unavailable, and have made no improvements in

the last four years of operations. Changes that have been implemented have often been viewed as retaliatory or vindictive action by the managers toward the complaints of the boaters.

Efforts at improving their management and relationship with the boaters are being undertaken by the permittees. Last season much more time was spent "on-site" by the operators to better respond to concerns. Questionnaires have been sent to boaters requesting their suggestions and priorities for improvements and operations. They are turning over their entire seasonal staff for this year in an attempt to obtain staff that can work well with the boaters. The permittees are also currently attempting to organize an advisory group, made up of a cross section of boaters, to serve as a link between management and all users.

Permit Administration

The marina special use permit is at a critical point. The development schedule called for under the terms of the permit is due to be completed by 5/31/86, with any extension of time for completion not to exceed 5/31/87. This, coupled with many complaints on the quality of developments and services, makes it critical that proper administration takes place.

In responding to complaints of past conditions or deficiencies the Forest Service has the feeling that they were not as bad or of the duration portrayed. However adequate documentation of conditions has been lacking.

Given the responsibility to administer the permit to protect the interest of the Government, the permittee and the public, through documentation is essential. Documentation in and of itself can be considered a neutral activity that simply records the existing conditions. This can work for or against the permittee, depending on the degree of compliance with the permit. For the Forest Service, as administrator of the permit, good documentation can provide the basis for support of the permittee against unwarranted charges. It can also provide the necessary support for correcting deficiencies, or in case of a breach of contract, the support to terminate.

Procedures

In early January, a group of owners of large boats from the marina requested a meeting with the Forest Service and U.S. Congressman Clinger's office through the Congressman's office. As preparation for the meeting a group consisting of Forrest Carpenter, Forest Supervisor; Robert Jacobs, Deputy Forest Supervisor; Don Burge, Forest Planner; Susan Rutherford, Acting Lands, Watershed and Minerals Staff Officer; James Higgins, District Ranger; Connie Pittock, Realty Specialist and Gary Kell, Landscape Architect, was called together by Carpenter. The purpose was to attempt to anticipate the possible concerns of the boaters based on past experiences with the marina. An extensive list was developed and consolidated in logical areas. (Appendix A)

Higgins, Rutherford and Pittock were then charged with developing a presentation for the impending meeting that would address the probable concerns of the boaters. The three principal areas anticipated were: high fees, lack of development by the permittee, and lack of permit enforcement by the Forest Service.

At the meeting on January 31, 1986, over 30 boaters and 2 county commissioners attended when approximately 8 to 10 boaters were expected. In addition to the larger than expected attendance, the group's four typewritten pages of concerns and complaints (Appendix B) were more than anticipated.

Based on the magnitude of the level of concern and frustration of the boaters and the critical nature of the development schedule, it was apparent that administration of the permit had to be strengthened. In reviewing the nature of the complaints and possible breach of the permit, the need for thorough documentation was evident.

The Forest Supervisor assigned a task force of Higgins, Rutherford, Pittock and Kell to develop a "marina administration plan." In addition Higgins, Rutherford, and Pittock needed to provide the staff work to assist Deputy Forest Supervisor in providing a detailed written response to the boat owners.

In addition to the above staff work, there was a need for additional meetings with the Congressman's staff, the permittees and follow up meetings with representatives of the boaters. It became obvious the author would be spending nearly full time working on the marina issues from mid-January through April. Because the administration of the marina is currently the most critical recreation related issue on the Forest, the author decided to incorporate his efforts in the response to the boaters (Appendix C) and the administration plan into a Marina Administration Handbook.

As a part of the response to boaters, the author called and interviewed marina operators in western New York and Pennsylvania. Information obtained included fees, methods of payment, slip and boat lengths and how they are measured, and

services offered. The key items of fees, payment schedule, boat measurement and slip length were summarized in table format and are found in the appendix of the "Response".

The author functioned as a member of the marina task team in accomplishing the following:

1. The team developed a Master Compliance List of all items required of the permittees in the Special Use Permit. For each compliance item, we identified Performance Standards, either in the permit itself or elsewhere, such as state regulations or Forest Service standards.

2. The team disaggregated the Master Compliance List into two Inspection Lists: (1) compliance items to be monitored or inspected in the office, such as financial reports or approval of the annual operating plan; and (2) compliance items to be monitored or inspected in the field, such as number of docks, condition of the facilities, staffing during posted hours, etc. These two checklists also identify the responsible line officer and assistance needed by S.O. staff to accomplish each item.

3. The team then developed an annual calendar identifying due dates for reports, dates of formal field inspections and visual documentation, dates of meetings with the permittees to provide feedback on operations.

To complete the project the author completed the Marina Administration Handbook by finalizing the Administration Plan, schedule of inspections and reviews, developing field inspection forms, and gathering all reference material such as relevant Forest Service standards for recreation sites, state regulations, posters and the permit itself.

Summary

It is hoped that the detailed response to the boaters will better explain what the requirements and terms of the permit are. It may not be the level of development they would like; however it provides them with the information to modify their expectations or seek other sources for fulfillment of their needs.

One of the most fundamental mistakes that can be made by a contract administrator is failure to thoroughly read and know the contract. This is one of several excellent points made by Heydt (1986) in his article on contract administration. This one principle forms the basis for other principles that have a direct bearing on the success or failure in administration of the Marina special use permit. It is thorough knowledge of the permit that enables the administrator to negotiate from a position of strength and ensure that the requirements are being complied with while carrying out the purpose and intent of the contract. Going through the process of developing the response to the boater concerns and subsequent preparation of the Handbook have greatly improved the author's knowledge of the permit.

Communication and documentation are two additional key principles of permit administration. As Heydt (1986) points out, the contractor can't be expected to solve problems that have not been pointed out and a reasonable opportunity given to deal with them. He also points to documentation of events, meetings, and conversations, as being one of the more important responsibilities of the administrator. The handbook that has been developed provides for thorough documentation, both written and visual.

To some the inspection and documentation may seem excessive. However, given the highly public nature of the permit and the past failures, complete documentation is needed to accurately describe the conditions as they exist. This will assure dealing in facts rather than speculation or opinion. This would be particularly important should there be a breach that requires carrying out termination procedures.

REFERENCES CITED

Chamberlain, Richard J.

1983. **Marinas, Recomendations for Design, Construction & Management.** Published by National Marine Mfg. Assoc., Chicago, Ill. 169p.

Heydt, Michael J.

1986. **Ten Principles for Contract Administration**. In **Parks and Recreation**, Vol. 21, No. 2.

Morash, Tal

1985. **Marine Recreation: an Update of Effective Use of The Sea.** In **Proceedings: 1985 National Outdoor Recreation Trends Symposium II**. (Clemson University, Feb. 24-27, 1985) Vol. II, Concurrent Sessions, p. 58-65.

Rounds, George R.

1985. **Boating: The Dream and the Challenge**. In **Proceedings: 1985 National Outdoor Recreation Trends Symposium II**. (Clemson University, Feb. 24-27, 1985) Vol. II, Concurrent Sessions, p. 58-65.

Schreyer, Rich

1985. **Sociology of Recreation.** Lecture at Outdoor Rcreation Short Course, Clemson University. (Clemson, S.C., September 13, 1985)

Strauss, Dr. Charles H.

1978. **A Financial Analysis of The Wolf Run Marina, Kinzua Reservoir, Allegheny National Forest**. A report submitted to the U.S.D.A., Forest Service, Allegheny National Forest. Contract No. 43-24H8-8-579.

U.S. Department of Agriculture, Forest Service, Eastern Region.

1972. **Allegheny Reservoir Management Plan**. 150 p.

U.S. Department of Agriculture, Forest Service, Allegheny National Forest.

1979. **Evironmental Report for Wolf Run Marina**. 18 p.

APPENDICES

A - Potential Issues of Boaters

B - Boater Concerns

C - Response to Boaters

A

POTENTIAL ISSUES OF DOCKHOLDER ASSOCIATION
REGARDING WOLF RUN MARINA
Identified by Forest Service, 1/24/86

NOTE: The issues have been clustered around major concerns.

1. **Safety of the docks.**
   - o Temporary docks are unsafe, with bad tread, instability
   - o Docks aren't anchored well--they break loose in storms
   - o Cleats aren't strong enough, and there aren't enough
   - o Oak rails aren't strong enough to tie to

2. **Dock configuration**
   - o Dockage for large boats is inadequate
   - o Dockage clearance isn't sufficient for large boats
   - o Broadside mooring for large boats is bad

3. **Marina services**
   - o Bailing is not provided
   - o Boats are not re-tied when they break loose
   - o No gas, electric, phone, or water available on the docks
   - o Water spigot is inconveniently located
   - o Winter storage isn't available
   - o Sewage disposal not available/adequate
   - o Motor repair not available
   - o Not enough speed buoys, not painted correct color

4. **Development schedule**
   - o Rapps have not met the development schedule
   - o Not enough docks or moorage buoys
   - o Not enough rental boats, and they are unsafe

5. **Fees, contract, and rules**
   - o Dockage fees are too high
   - o Fees based on LOA measurement is unreasonable
   - o Charge for on-board dinghies is unreasonable
   - o Requirement for early payment is unreasonable
   - o Longterm patrons should get best slip assignments
   - o No swimming or fishing in marina is unreasonable
   - o Rapps don't assume any liability for damages
   - o Parking fees have been increased

6. **Marina operations**
   - o Operating season is too short
   - o Operating hours are too short
   - o Rapps should be on site more
   - o Marina employees are discourteous and unhelpful
   - o FS is not administering the permit adequately

7. **Security of marina**
   - o Security is inadequate, with robberies often occurring

BOATER CONCERNS

The purpose of this meeting is to determine how the situation given last year by the boat owners and the new conditions that continue to arise can be corrected. These are ongoing conditions that seem to worsten each year. We will try to explain each of these in a clear concise manner.

The meeting consists of the following: Forest Service, Boat Owners, Commissioners from Warren and McKean Counties, Rick Peltz representing Mr. Clingers office.

Initially we would like to recap last May 16, 1985 meeting. 1. copy of concerns attached
2. copy of Forest Service response
3. copy of our response

It is important to note the last three pages of hand written text provided to the Forest Service by James Rapp. Page 4 of the response is a composite of Mr Rapp's work, yet the word we was used repeatedly throughout the text. It appears the Forest Service rubber stamped a survey done by Mr Rapp and passed it off as reliable.

As indicated in our response we would like to take the Forest Service personnel at our expense to the various marinas listed for a photo, observation session: water, electricity, safe docks, covered slips, security to name a few of the service contracted for and received would be noticed.

Item 3, page two (2), 162 dockage sites available yet if one counted the slips available last year there were only 126. The Forest Service authorized each boat docked broadside to count for 4 boats, i.e. 6 houseboats = 24 boats(slips). Once we protested and received proper slips the houseboats counted for 2 boats, 12 houseboats = 24 boats(slips), why? The contract clearly stated "FLOATING DOCKS (DEVELOPMENT NECESSARY TO BRING DOCKAGE SPACES TO BETWEEN 150 - 200). It does not say if the boats are various lengths the number of docks can be varied. This is just another of the non compliances the Forest Service has allowed.

Item 5, page two (2) the dump station is on the shore not accessable to the boats. It was placed in the water behind the gas dock again very inaccessable to the larger boats. A large steel spear jutted from the platform which would have caused considerable damage to any boat trying to use the pump station unless there was extra crew available to hold the boat off.

Item 6, page two (2) water line discussed at meeting and still placed behind the bait shop. Not accessable to the boats docked permanently nor the transient boats. It was just put in the marina.

Item 7, page three (3) Sealed vaulted toilets were not installed. The Forest Service allowed the installation of low volumne flush toilets after the date due. This systems is illegal in the state of Pennsylvania but was allowed. It was mentioned that next year the Rapps will but a similiar unit and install it up next to the building on the hill. They only leased the unit used in 1985. Why do you continually allow this type of situation to continue?

The items mentioned above lead us into the discussions for the 1986 boating season. The major points that we feel should be addressed are:

SAFETY AND SECURITY

1. Hours posted -not adhered to, gate never locked, anyone can get in at any hour. Docks are open to the public, who wander about freely.
2. Dock access to anyone- should be gated as in other marinas. Any boat may be cased and eventually stolen.
3. Docks are not lit, decrease in security and a definite safety hazard.
4. Docks should be painted with an antiskid paint. Metal bolts and spurs protruding a various points. No wood protectors on dock. Fingers are not as long as the boats secured to them.
5. Three boats sank in 1985 and four boats stolen, security.
6. Parallel parking is unsafe due to manuvering room between fingers not available. We discussed this item last meeting and when the boats were launched Mr Graff called the Forest Service to come and witness what we were trying to explain. Mr Johnson and Mr Higgins were kind enough to come to the dock immediately. As they watched Carl Triola tried to dock his 43 ft houseboat, the wind was blowing. It hit at least 5 other boats. The forest service personnel laughed and Mr Higgins said, if he can't handle the boat he shouldn't own it.

PRICE INCREASES

1. The price of the docks and services have increased each year but we have no increase in services, no new docks, no improvements. Why does this continue?
2. We must pay in full the dockage by March 31, 1986, yet every marina surveyed requires only a minimum deposit, $50.00 to hold the dockage.
3. Contracts each refer to LOA and the boats are charged accordingly. Last season some of the boats were measured and additional billing were sent for swim platforms, motors, grills and other miscellaneous appendanges. This is unfair and illegal. Please note the attached page indicating the

Motor Boat Act, enacted by the Senate and the House of Representatives spells out very clearly, "The length LOA shall be measured from end to end over the deck, excluding sheer." Sheer is explained in the note highlighted. Another rip off we feel, you allow it.
4. The fees charged for various items are not charged in the other marinas surveyed. For example: 400% mark up on ice, $16.00 or an additional foot charged "PA & BABS" a boat for the additon of a gas grill to the railing of their boat. $75.00 for rack rental for shuttle boat after they stopped the shuttle service. $25.00 additional for dingy aboard boat, which by the way does not take up any additional space on the dock or in the water. How can you continue to allow this type of gouging to perpetuate?

CONVENIENCE AND GOODWILL
1. Attitude, constant arguing and haressment. Jim Rapp unresponsive to the questions posed by the boaters and Forest Service as evidenced by the number of meeting and the responses.
2. Gas dock, snack bar and bait shop not opened during the advertised hours.
3. No water at the boat docks. Discussed at the last meeting.
4. Gas dock and pump out not accessible to boats, inconvenient location. Cannot manuver boats in the area provided.
5. no electricity
6. Toilet facility barbaric, dirty and unsanitary.
7. Why can Oniville be opened two or three weeks prior to Wolf Run.
8. Access to managers and staff is not.

It is apparent from the questions posed this year, the same last year and similiar to the ones asked by the boaters in the many meeting held at the marina with the Forest Service, the Rapps, that we have an ongoing situation that cannot be solved until the Forest Service does their part and make the Rapps adhere to the contract. If you take the time to review the permit and the attached prospectus you will note that very few of the items that were spelled out by date have been complied with and the Forest Service continues to give wavers. Why does this continue? The Rapps continue to punish the boaters each time a point is brought up to the Forest service and it is allowed.
1. Where is the financing that had to be in place when the permit was let? Do the Rapps have the financing now? No Why do you allow this?
2. The permit states clearly that moneys are to be spend on certain specified improvements, it has not. The Forest Service has waived the requirnment, why?
3. The Forest Service has allowed an increase in the rates with no justification, why?

4. The Forest Service has allowed the Rapps to drive the boaters away as evidenced by the six houseboat that were sold last season, most have already gotten moorage at Oniville. This is a loss of revenue for the county. Mr. Graybill will provide evidence of the loss of revenue and the lack of people due to the inconvenience of Wolf Run Marina.
5. The number of boater at Wolf Run continue to decrease due to the constant harrassment by the marina managers.
6. The contracts are a sham, the permittee is not responsible for anything. No liability for any damage, injury or whatever, no insurance, if we sign the contract we are admonishing them of any responsibility. Why can this continue? The Forest Service is to review the contracts and approve them prior to be presented to the boaters. Yet on two occassion last year the contracts were sent to the boaters prior to approval by the Forest Service and the response from the Service was, its too late to change it now.
7. We as tax payers have provided the funding to pave the parking lot and make the area presentable through the Forest Service but the Forest Service is not forcing the permitee to perform according to the contract let. This year the Rapps have indicated they are going to provide shade trees, why would such a thing be permitted, get the docks in shape, put in water properly, electricity to docks, something that will increase the safety of the docks not shade trees.
8. Boaters are not permitted to work on boats unless taken to the work dock. At the work dock we are charged an hourly fee for use, but there is no work dock. Why create another charge for something stupid then don't follow through. This is one of the continuing problem with this marina.

We need to get answers and primarily solutions for the situations that we have brought to your attention. When can we expect a solution.

RESPONSE TO BOATERS

FOREST SERVICE RESPONSE TO DOCKHOLDERS' ITEMS OF CONCERN OF JANUARY 31, 1986

Item 1

"It is important to note the last three pages of hand written text provided to the Forest Service by James Rapp. Page 4 of the response is a composite of Mr. Rapp's work, yet the word we was used repeatedly throughout the text. It appears the Forest Service rubber stamped a survey done by Mr. Rapp and passed it off as reliable."

Response 1

Last year's survey of fees at other marinas was conducted by the Forest Service after the Permittees requested a rate adjustment. The handwritten pages were our worksheets, while the composite is our summary of what we found. We provided the survey information, including how we adjusted rates for differences in dock services, to the Kinzua-Wolf Run Dockholders Association in a letter dated June 7, 1985. We do not understand how this survey could be interpreted to be anyone's work but our own.

See Attachment for Response 1.

Item 2

"As indicated in our response we would like to take the Forest Service personnel at our expense to the various marinas listed for a photo, observation session: water, electricity, safe docks, covered slips, security to name a few of the service contracted for and received would be noticed."

Response 2

We gladly accept your offer to visit several other marinas to observe conditions and operations. Your offer to accomplish this at your expense is not necessary. Ranger Higgins will contact your representative during our next survey of marinas or you may request a tour at your convenience.

Item 3

"Item 3, page two (2), 162 dockage sites available yet if one counted the slips available last year there were only 126. The Forest Service authorized each boat docked broadside to count for 4 boats, i.e. 6 houseboats = 24 boats (slips). Once we protested and received proper slips the houseboats counted for 2 boats, 12 houseboats = 24 boats (slips), why? The contract clearly stated "FLOATING DOCKS (DEVELOPMENT NECESSARY TO BRING DOCKAGE SPACES TO BETWEEN 150 - 200). It does not say if the boats are various lengths the number of docks can be varied. This is just another of the non compliances the Forest Service has allowed."

Response 3

The development schedule requires that 150 to 200 docks be available to the public by May 31. We did not perform an audit on the number of slips available on May 31, 1985. However, all boaters with reserved space had docks available to them by May 31, with most having their docks prior to this time.

The Permittees changed the dock configuration early in the season in response to those marina users who did not desire broadside parking for their boats. We audited this configuration on August 23, 1985. At that time there were 174 docks available, with houseboats counting as one dock.

Keep in mind that the intent of our Special Use Permit is to have a commercial marina provide services to the boating public. The permit does not require that moorage space be provided for every type of user or for every type of vessel. It is up to the Permittee to determine how to best meet the needs of the marina clientele within the framework of permit requirements.

Item 4

"Item 5, page two (2) the dump station is on the shore not accessable to the boats. It was placed in the water behind the gas dock again very inaccessable to the larger boats. A large steel spear jutted from the platform which would have caused considerable damage to any boat trying to use the pump station unless there was extra crew available to hold the boat off."

Response 4

The pump station was not placed in the water until mid-June of last year. It should have been available at the beginning of the season on May 31. The Permittees placed the pump station at several different locations during the season, including on a dock and at a buoy, in an effort to determine the best position for providing service to boaters.

We have discussed the reasons for the delays with the Permittees and feel that they have taken appropriate measures to resolve the problem. They will make every effort to have the pump station out in a timely manner next season. They also indicated that the offer was made to deliver the dump station to the dock of any boat owner requesting its use, but no boat owners made a request. Perhaps this offer was not clear to all dockholders.

The Permittees also indicated that a piece of metal was protruding from the dump station. It apparently had been ripped off the dump station by vandals and was removed when it was noticed.

We appreciate being informed of this potential hazard. It would have been more timely if this concern had been brought to the attention of the Forest Service or the Permittee during the boating season so that it could have been corrected immediately.

The pump station did fill up at the end of the season when most boats were pulled out for the year. Problems with employees and scheduling the emptying of the pump station were the cause. We will work with the Permittee through closer administration of the permit to help eliminate this condition in the future.

Item 5

"Item 6, page two (2) water line discussed at meeting and still placed behind the bait shop. Not accessable to the boats docked permanently nor the transient boats. It was just put in the marina."

Response 5

This item was discussed last year as you indicated, but at that time we explained why we supported placing the water tap in its current location. This location is central to the marina and provides equal access to the permanent dockholders and transient boat owners. It also keeps the transients from coming onto or being close to the permanent docks, thus reducing congestion and improving security.

Regarding the permit requirements for water service, the prospectus states: "Water service on the docks may be provided but potable water at the shoreline for boats and the public must be provided." Hence, the Special Use Permit does not require water to be available at each dock area or each boat slip. Anything more than the current water facilities is a higher standard than required and will only be provided at the discretion of the Permittees.

Item 6

"Item 7, page three (3) Sealed vaulted toilets were not installed. The Forest Service allowed the installation of low volume flush toilets after the due date. This system is illegal in the state of Pennsylvania but was allowed. It was mentioned that next year the Rapps will put a similiar unit and install it up next to the building on the hill. They only leased the unit used in 1985. Why do you continually allow this type of situation to continue?"

Response 6

A sealed vault toilet is nothing more than a concrete vault with a hole in the top through which wastes drop down into the vault. Vault toilets are a low standard facility not always pleasant to use, often creating unpleasant odors even with the best of care. Permanent facilities such as vault toilets are required to be placed at an elevation greater than 1,365 feet MSL, due to the reservoir's fluctuating water levels. The vault toilets would have to be constructed at an elevation similiar to where the permanent storage buildings are located. Obviously, such a location far up the hillside is not very convenient to marina users.

We determined that a low-volume flush system with sinks would be more pleasant and more sanitary with running water available. This system could also be located closer to the marina clientele, thus providing a better, more convenient facility. According to the Permittees, they received many compliments from users and toilets were cleaned regularly by either employees or themselves during each shift (8 AM to 2 PM and 2 PM to 8 PM). No complaints were received on these facilities throughout the season. During the coming season, we will keep better documentation of the cleanliness of these facilities.

The temporary system used last year was rented from a company in Pittsburgh that is in the business of providing such toilet facilities throughout western Pennsylvania. It had a holding tank that was proper, in good repair, and in conformance with State standards. It was a better temporary system than the porta-johns used the previous year. The holding tank was regularly pumped out by approved methods and trained personnel. The wastes were disposed of in approved sewage disposal facilities. No sewage ever escaped the facility, and none entered into any waters of the State. This temporary system is similiar to many others used at construction sites throughout the state. If this facility was an illegal system, the DER never indicated that to us.

Item 7

"1. Hours posted -not adhered to, gate never locked, anyone can get in at any hour. Docks are open to the public, who wander about freely."

Response 7

This has been discussed with the Permittees, and they indicate that the store may have been closed on a few occasions during inclement weather. They will resolve this by making adherence to posted hours a part of the sublease agreement.

We discussed the entrance gate situation with the Rapps. Dockholders had the ability to open the locked gate. Maintaining security at the marina required the cooperation of many people to keep the gate closed and locked after hours. This cooperation was not occurring, and people were regularly leaving the gate open and unlocked. Later, there was no attempt to lock the gate, but just to keep it closed. This also did not work well. The Rapps are considering other options like closing and locking the gate at the end of the day and opening it again in the morning; but they believe this will cause some inconvenience to dockholders. Therefore, they want to get some feedback from users before making a decision.

Marina security is the responsibility of the users as well as the Permittee. Cooperation is essential to make the marina more secure because of the nature and remoteness of the facility. Last summer when several boats and motors were stolen, the Rapps suggested several items to increase security (form a marina watch association, use chains or cables to lock boats to docks, install parking lot gates to segregate transients from long-term dockholders, install gates on each dock). No one responded to suggestions or indicated whether they supported or opposed them.

Regarding access to the docks, see Response 8 below.

Item 8

"2. Dock access to anyone - should be gated as in other marinas. Any boat may be cased and eventually stolen."

Response 8

A gate on the access ramp to the docks is not required by the permit, but the Rapps sent out a letter in August 1985 suggesting that a gate be installed on each dock. They asked for comments and did not received any. The Permittees are willing to make the necessary improvements, but dockholders need to provide them with feedback. Permittees will include this concern in this year's questionnaire to see if people are willing to put up with the inconvenience of gates on docks for added security.

Item 9

"3. Docks are not lit, decrease in security and a definite safety hazard."

Response 9

The Special Use Permit does not require that docks be lit because the facility is only required to be open to the public during daylight hours. Nevertheless, in 1981 the Permittees responded to the concern about lighting by placing one flood light on shore which shone over the dock area. The light was removed the following year because of complaints from dock users that it blinded them. The docks have been partially lit since 1982 when the Forest Service installed lights during the resurfacing of the parking lot.

We discussed this concern with the Rapps, and they are considering it. However, understand that they are under no obligation to provide lights or electricity on docks.

Item 10

"4. Docks should be painted with an antiskid paint. Metal bolts and spurs protruding at various points. No wood protectors on dock. Fingers are not as long as the boats secured to them."

Response 10

We are concerned that safe footing be provided on the docks and discussed it with the Rapps. Apparently, some of the smooth metal fingers are slippery when wet. Rapps plan to paint them with antiskid material this year.

Regarding the length of fingers in relation to boat length, we surveyed the policy of seven marinas on February 7, 1986 (See attachment). Six of the marinas surveyed permit boats to extend beyond the end of the finger, as long as they do not interfere with traffic.

Regarding the wood protectors, wood rub boards are now in place on the steel docks and were in place most of last year.

See Attachment for Response 10.

Item 11

"5. Three boats sank in 1985 and four boats stolen, security."

Response 11

We regret that such events occurred at Wolf Run Marina. However, robberies of boats from marinas are not unusual. For example, three boats and six motors were stolen from the Onoville Marina last year. It appears that most of these thefts were committed

by people accessing the marina from the water, not from the docks. As we discussed in Responses 7 and 8, Rapps made suggestions for security improvements in a letter to boat owners in August. We should all work toward achieving a common goal of increased security.

Item 12

"6. Parallel parking is unsafe due to manuvering room between fingers not available. We discussed this item last meeting and when the boats were launched Mr. Graff called the Forest Service to come and witness what we were trying to explain. Mr. Johnson and Mr. Higgins were kind enough to come to the dock immediately. As they watched Carl Triola tried to dock his 43 ft houseboat, the wind was blowing. It hit at least 5 other boats. "The forest service personnel laughed and Mr Higgins said, if he can't handle the boat he shouldn't own it."

Response 12

Last May, the Permittees eliminated parallel or broadside parking for those boaters who brought the problem to their attention, as was discussed in Response 3. It should be noted, however, that some individuals preferred parallel parking and retained their broadside slip. No parallel parking is planned for this season.

Item 13

"1. The price of the docks and services have increased each year but we have no increase in services, no new docks, no improvements. Why does this continue?"

Response 13

The Forest Service reviews proposed rates, compares them to rates and services at other marinas, and, if the proposed rates are reasonable, approves them. As we displayed at the meeting on January 31, available services have increased each year of the permit (see attachment). Improvements over the years include replacing temporary docks with permanent docks, installing water line, repairing the boat launch, expansion of motor repair services, and so on.

See Attachment for Response 13.

Item 14

"2. We must pay in full the dockage by March 31, 1986, yet every marina surveyed requires only a minimum deposit, $50.00 to hold dockage."

Response 14

The Forest Service surveyed six marinas in January 1986 and found a variety of fee payment requirements. Three marinas require payment in full early in the year, with the fees due by January 31, March 1, or March 31. The other three marinas use the system you described, with a deposit required to hold space and the balance due prior to launching. We also discussed fee payments with National Marine Manufacturers Association and found the practice of payment-in-full early in the year is a common and standard practice in the marina industry. Based on the survey and dicussion with NMMA, we believe that the Permittees' requirement of full payment by March 31 is reasonable and comparable with other marinas.

See Attachment for Response 14.

Item 15

"3. Contracts each refer to LOA and the boats were charged accordingly. Last season some of the boats were measured and additional billings were sent for swim platforms, motors, grills and other miscellaneous appendages. This is unfair and illegal. Please note the attached page indicating the Motor Boat Act, enacted by the Senate and the House of Representatives spells out very clearly, "The LOA shall be measured from end to end over the deck, excluding sheer." Sheer is explained in the note highlighted. Another rip off we feel, you allow it."

Response 15

The Act cited applied solely to Coast Guard requirements for boating safety, as related to boat size. Its definition of length has no relevance to measuring boats for assessing marina fees. In addition, the act cited has been repealed. This information was supplied to us by our Office of General Counsel.

To determine whether the Permittees' practice is consistent with industry practice, we asked six marinas how they measured boat lengths. Only one marina used the manufacturer's listed length. We also called the National Marine Manufacturers Association in Chicago to determine if LOA was an industry norm. We found that measurement by LOA is a generally accepted practice in the marina industry.

The rationale behind charging by LOA is that marinas rent water surface as a commodity. Because appendages occupy additional water surface, marinas generally charge additional rent for those appendages. We, therefore, support measurement by LOA as a fair and equitable way of determining compensation for services provided.

Item 16

"4. The fees charged for various items are not charged in the other marinas surveyed. For example: 400% mark up on ice, $16.00 for an additional foot charged "PA & BABS" boat for the addition of a gas grill to the railing of their boat. $75.00 for rack rental for shuttle boat after they stopped the shuttle service. $25.00 additional for dinghy aboard boat, which by the way does not take up any additional space on the dock or in the water. How can you continue to allow this type of gouging to perpetuate?"

Response 16

The Forest Service reviewed and approved the profit margins for all commodities sold at the marina, including ice. These margins have not changed in three years. No profit margin was anywhere in the vicinity of 400 percent. The validity of the length overall (LOA) method of boat measurement was discussed above under Response 15. Because the Permittees have always charged by LOA, as found on the first page of their contract, anyone who entered into such a contract presumably accepted the terms.

We discussed the dinghy fees with the Rapps. They have agreed to review this charge and possibly develop a new dinghy charge. They expressed a problem with the dinghies, canoes, etc. being placed in the water and tied to the dock or boat. They are being used as enjoyment boats instead of safety items, and take up space in addition to the houseboats. If they are used for recreational purposes at the marina, then a charge is proper.

Item 17

"1. Attitude, constant arguing and haressment. Jim Rapp unresponsive to the questions posed by the boaters and Forest Service as evidenced by the number of meetings and the responses."

Response 17

It is unfortunate that communication between the Permittee and some of the dockholders has broken down. We realize that there are many sides to any conflict situation and, consequently, many parties with responsibility for the situation, the Forest Service included. We suggest that we all focus on our common goal, namely, a viable, safe, quality marina at Wolf Run, and concentrate our energy on achieving that goal. The suggestion of forming a boat owners' association with a cross section of users for purposes of working together to obtain a better marina is one that should be pursued.

Item 18

"2. Gas dock, snack bar and bait shop not opened during the advertised hours."

Response 18

As part of our administration of the Special Use Permit, District personnel visit the marina periodically to check on its operations. On every inspection last year, we found an attendant on duty for these facilities. As indicated in Response 7, the Rapps will respond to this concern by adding a requirement in the sublease agreement for the store that posted hours be adhered to. They have also indicated that the gas docks were always open. Forest personnel will conduct additional inspections to verify that these services are provided during the posted hours.

Item 19

"3. No water at the boat docks. Discussed at the last meeting."

Response 19

See Response 5

Item 20

"4. Gas dock and pump out not accessible to boats, inconvenient location. Cannot manuver boats in the area provided."

Response 20

The location of the pump station was discussed under Response 4. The gas dock configuration is being improved for the '86 season. Some large boats may need to back out of the gas docks after filling up. There is not sufficient space to pull out straight and swing around to go back out. If the gas docks are located too far out in bay, wave action causes problems with the gas pumps. Attendants, upon request, will assist docking and exiting. If you are still unable to reasonably access the dock or pump station, please advise the Permittees or us. We will be more than happy to work with the Permittees to resolve the problem.

Item 21

"5. no electricity"

Response 21

Regarding electric service, the prospectus states "...Electrical service to the docks is a Permittee option. Utility connect charges will be the Permittee's responsibility." Hence, the Special Use Permit does not require electricity to be available at each dock or slip. Electricity can only be provided at the discretion of the Permittee.

Item 22

"6. Toilet facility barbaric, dirty and unsanitary."

Response 22

On our inspections of the marina, we did not find the toilet facilities to be unacceptable (see Response 6). We also received no complaints last year. However, as with your concerns about the gas dock, snack bar, and bait shop, we hear what you are saying and will work with the Permittees and do a better job of administration to document the condition of the toilet facilities.

Item 23

"7. Why can Onoville be opened two or three weeks prior to Wolf Run?"

Response 23

The permit requires the Permittees to have the marina open from Memorial Day through Labor Day. Opening earlier or closing later is at the discretion of the Permittees. The Permittees have stated that boats can be launched on May 1, weather and water conditions permitting. However, all docks may not be in place for all boaters until the end of May, resulting in some temporary assignments in May.

Kinzua-Wolf Run Marina operates until September 30, water conditions permitting, while Onoville closes on September 15.

Item 24

"8. Access to managers and staff is not."

Response 24

We will check this in our administration of the permit. Rapps have indicated they will not allow their employees to accept alcoholic beverages while on duty. Boat owners who offer these employees drinks are jeopardizing the employees' jobs and are doing them a disservice. Employees are required to be neat, clean, courteous and professional. Socializing is not permitted if it affects job performance and keeps employees from doing their jobs.

Item 25

"It is apparent from the questions posed this year, the same last year and similiar to the ones asked by the boaters in the many meetings held at the marina with the Forest Service, the Rapps, that we have an ongoing situation that cannot be solved until the Forest Service does their part and make the Rapps adhere to the contract. If you take the time to review the permit and the attached prospectus you will note that very few of the items that were spelled out by date have been complied with and the Forest Service continues to give waivers. Why does this continue?"

Response 25

The Forest Service has reviewed the Permittees' compliance with permit requirements and their progress on the development schedule. In our judgment, they have complied with the permit and have met the development schedule, or have received waivers from us.

We share your concern about the quality of some features of marina facilities or operations. We intend to improve our administration of this aspect of the marina. We believe the Permittees will be responsive to this concern and will work with us to improve the quality of the marina. They have demonstrated this responsiveness in the past by providing better docks and better docking arrangements, and with initiative in providing more services than required by the permit (see Responses 3, 6, and 9).

Item 26

"1. Where is the financing that had to be in place when the permit was let? Do the Rapps have the financing now? No. Why do you allow this?"

Response 26

We awarded the Special Use Permit to the Rapps because they met all necessary criteria, including financial status. They continue to meet our financial requirements.

Item 27

"2. The permit states clearly that moneys are to be spent on certain specified improvements, it has not. The Forest Service has waived the requirements, why?"

Response 27

As we have explained in previous meetings, the permit requires that the minimum development schedule be met or, in other words, that the required facilities and services be provided. The permit in no way requires that a particular amount of money be spent on the development items. The costs that appear in the prospectus were estimates and served only as guides for us and potential bidders. As stated in Response 25, the Rapps have met the development requirements of the Special Use Permit.

Item 28

"3. The Forest Service has allowed an increase in the rates with no justification, why?"

Response 28

Before approving the Permittees' rates, the Forest Service surveyed rates and services at nine different marinas (see atachment for Response 14). We found the Permittees' proposed rates to be reasonable when compared with rates and services elsewhere. This process of rate comparison is consistent with permit requirements.

Item 29

"4. The Forest Service has allowed the Rapps to drive the boaters away as evidenced by the six houseboat that were sold last season, most have already gotten moorage at Onoville. This is a loss of revenue for the county. Mr. Graybill will provide evidence of the loss of revenue and the lack of people due to the inconvenience of Wolf Run Marina."

Response 29

Our records do not indicate that use of the marina is declining. Quite the opposite is true. Each year the Permittees have installed more dockage space and continue to fill each additional space because of the high demand for the facilities. Given the past history of two bankruptcies at the marina, we are encouraged by this growth trend.

It should be noted that services at the Kinzua-Wolf Run Marina are intentionally modest compared to what may be available at other marinas. When preparing the prospectus for this third permit, the Forest Service did not require features such as a restaurant, utilities on the docks, or boat sales. We made the decision to emphasize development of profitable areas of the marina rather than expensive amenities, based on a financial analysis and environmental analysis conducted in 1978 and 1979. Doing so improves the chances for a longterm, successful operation at Kinzua-Wolf Run Marina under the present permit. It may well be that some boaters are choosing to move to another marina which provides more services. That is certainly everybody's prerogative. We have no reason to conclude, however, that the decision of some boaters to move reflects an overall loss of business at the Kinzua-Wolf Run Marina.

Item 30

"5. The number of boaters at Wolf Run continue to decrease due to the constant harrassment by marina managers."

Response 30

As with all marinas, the Kinzua-Wolf Run Marina experiences turnover in its patrons. However, as discussed under Response 29, all available docks are rented every year at Wolf Run.

Item 31

"6. The contracts are a sham, the permittee is not responsible for anything. No liability for any damage, injury or whatever, no insurance, if we sign the contract we are admonishing them of any responsibility. Why can this continue? The Forst Service is to review the contracts and approve them prior to be presented to the boaters. Yet on two occassions last year the contracts were sent to the boaters prior to approval by the Forest Service and the response from the Service was, its too late to change it now".

Response 31

At the January 31, 1986 meeting, we explained that the contract terms and rules used by the Rapps are identical to those recommended by the National Marine Manufacturers Association, with four exceptions (see attachment). The Rapps modified four terms or rules to better meet the needs expressed by the dockholders. All other items covered by the contract or the rules and regulations use the wording recommended by the industry, including the clause covering liability. The Forest Service supports these rules and regulations as reasonable and fair and established for the safety and well-being of marina patrons.

See Attachment for Response 31.

Item 32

"7. We as taxpayers have provided the funding to pave the parking lot and make the area presentable through the Forest Service but the Forest Service is not forcing the permittee to perform according to the contract let. This year the Rapps have indicated they are going to provide shade trees, why would such a thing be permitted, get the docks in shape, put in water properly, electricity to docks, something that will increase the safety of the docks not shade trees."

Response 32

As stated under Responses 25 and 26, the Permittees have met the minimum requirements of the permit. The permit also includes a landscaping plan. The Permittees, as the investors and managers of this business, may spend their money in whatever manner they believe will enhance the business, as long as it is within the bounds of the Special Use Permit.

Item 33

"8. Boaters are not permitted to work on boats unless taken to the work dock. At the work dock we are charged an hourly fee for use, but there is no work dock. Why create another charge for something stupid then don't follow through? This is one of the continuing problems with this marina."

Response 33

Kinzua-Wolf Run Marina uses a standard industry clause covering boaters performing service work on their boats. Boaters are welcome to perform work on their boats at their slip according to Rule 4.

However, in the interest of safety to other boaters and prevention of water pollution, Rule 4b says "The vessel is moved to a designated work area, available only upon prior scheduling and payment of the posted fee, for work involving use of power tools, paint, paint removers, solvent or the like on any exterior part of the boat." Requiring that potentially hazardous work using pollutant materials be performed in a designated area is reasonable. At times, the type of work to be performed may even require assignment to a work area out of the water. To our knowledge, no one requested nor was denied such a work area during the '85 season.

Rule 5 provides that when an outside contractor is to perform work on boats within the marina, certain conditions must be met to provide for the safety and security of all boaters. One of these conditions is that the boat be moved to a designated work slip. Again, this may be either in or out of the water, depending on the nature of the work and the hazards involved. Fees are appropriate for use of marina space and utilities.

SURVEYED 2/7/86 BY J. HIGGINS

Marina	# Slips	Do Boats Exceed Fingers	Approx. # or %	Remarks
Anchor Marina (Buffalo)	111	Yes	Basically all do	
Smith Boys	130	On occasion	< 5%	Where it doesn't block channel. Pay extra.
Brock	80	Virtually all	90%	Docks designed to handle (spacing).
Holiday Harbor	140	Yes	nearly all	On piling with piles to tie to.
Anchor Marina (Erie)	400	Yes	50%+	Have 16' fingers. Have 30/40' houseboats.
Presque Isle	498	No		5" max.
Lampe Marina	252	Yes	20%	2' - 3', extra charge

COMPARISON OF DOCKAGE RATES FOR 1986

all shown on a per foot basis (1)
Surveyed 2/86 by J. Higgins

FOOTAGE RANGE	(B) PRESQUE ISLE	(C) BROCKWAY	(A) ANCHOR (ERIE)	LAMPE *	ERIE* BASIN	(D) ANCHOR (BUFF)	SKYWAY *	(D) SMITH BOYS	(D) HOLIDAY HARBOR	**AVERAGE OF 9**	(C) **KINZUA LTD.**
14-20'	$8	$48	$16	$26	$14	$30	$47	$27	$16	$26	$16
21-25'	15.50	35	16	21	17	27	35	27	16	23	16
26-30'	15.50	29	16	22	14	28	36	27	16	23	22
30'+	15.50	36	16	22	17	21	42	27	16	24	22

(1) Adjusted to a per foot basis and utilities subtracted where included in base rates.
* 85 rates not reconfirmed in '86, all others checked for '86.

Method of Payment
(A) in full by 1/30.
(B) in full by 3/1.
(C) in full by 3/31.
(D) deposit, balance by 5/15, or launch.

BRADFORD RANGER DISTRICT

MARINA ADMINISTRATION HANDBOOK

ALLEGHENY NATIONAL FOREST

Marina Handbook

Table of Contents

SECTION

A - Administration Plan

B - Special Use Permit and Development Program

C - Calendar of Key Dates

D - Forms and Check lists

1. Office Check List

    a. Annual or Recurring

    b. Single Occurrence

2. Field Checklist

3. Field Inspection Form

4. Spot Check Form

E - Supplemental Rules, Guides, Plans, Reference Materials

1. Health and Safety Plan

2. Fire Protection Plan

3. Terms (Of Boat Slip Lease)

4. Rules and Regulations at Marina

5. Cleaning Standards

6. Nondiscrimination Poster

ADMINISTRATION PLAN
for
MARINA SPECIAL USE PERMIT

I. PURPOSE

This administration plan for the Allegheny Reservoir Marina site provides the Special Use Administrator with specific direction on meeting the responsibilities outlined in Forest Service Manual 2342:

1. Evaluate special-use applications, approve authorizations, and administer subsequent special use operations.
2. Ensure that permit holders providing service to the public have inspection, maintenance, and documentation processes that provide for meeting applicable public health and safety standards.
3. Monitor the holder's system of inspection, maintenance, and documentation to determine whether the system is in place and functioning properly.
4. Conduct on-site spot checks of operation and maintenance, as necessary, based on a holder's performance history and adequacy of their inspection and maintenance documentation processes.
5. Through consultation with Forest Service staff engineers and other specialists, determine that all technical requirements of the special-use authorization are met.
6. Periodically meet with holders providing service to the public to review their operation and maintenance program.

The plan is in four parts:

1. *Permit requirements monitored in the office.*

   This aspect of permit administration covers activities such as financial accounting required of the permittee; the review and approval of the annual operating plan; review and approval of prices and rules; review and approval of plans for new facilities or major alterations; and accomplishment of field inspections and meetings with the permittee.

2. *Permit requirements monitored in the field.*

This aspect of permit administration covers activities such as scheduled formal inspections of marina facilities by District Ranger and Supervisor's Office; unscheduled frequent inspections by District recreation personnel; documentation of facility conditions and operations in writing, by photograph, and by videotape.
These inspections are the basis for the periodic meetings with the permittee to review marina operation, and for verification of compliance with the permit.

3. *Annual calendar of administration actions.*

The calendar identifies key dates throughout the year for Forest Service actions needed in administering the permit. It is designed to provide adequate lead time to both the Forest Service and the permittee for meeting their respective responsibilities.

4. *Training Needs.*

Identify training needs of Ranger District employees carrying out administration and documentation of the permit.

The four parts of the administration plans will be further described in the following sections.

II. OFFICE MONITORING OF PERMIT REQUIREMENTS

The Office Checklist, found in part **D1**, identifies compliance items by permit clause which will be monitored in the office. The performance standards, due date, responsible line officer, and assistance needed by S.O. Staff are also identified. The Checklist is necessarily brief, so narrative descriptions of the four most involved processes are provided below.

A. *Approval of Annual Operating Plan*

Forest Service will send the permittee a summary of inspection results for the current year and recommendations for following year by 2nd Friday after Labor Day.

Permittee will submit proposed changes to District Ranger by October 1.

District Ranger will route proposed changes for review to Recreation and Lands staff at a minimum. Other specialist review may be necessary depending on the nature of the changes. Lands should complete the portion of the Office Compliance Checklist related to the Operating Plan. Comments should be returned by October 15.

District Ranger meet with permittee to review and finalize the Operating Plan between October 15 and October 25.

District Ranger will send a letter of approval with the Operating Plan attached to the permittee by October 31, with a copy to the Forest Supervisor.

District Ranger will revise, if necessary, the field inspection report forms and office compliance forms and submit a copy to the Forest Supervisor by October 31.

B. *Approval of Rules and Prices*

Permittee will submit proposed changes to District Ranger by October 1.

District Ranger will route the rule changes and their comments to Recreation and Lands Staff at a minimum. Other specialists will be used as necessary. Lands Staff will coordinate the revision and approval process including all contacts with Office of General Counsel if necessary. Approved rule changes should be returned to the District Ranger by November 15.

District Ranger will route the price changes to Recreation and Lands Staff at a minimum. Price comparability studies will be conducted by District Ranger. Comments should be returned by October 15.

District Ranger will schedule meetings with the permittee as necessary to negotiate the rule and price changes.

District Ranger will send a letter of approval of the rule and price changes to the permittee and a copy to the Forest Supervisor by December 1.

C. *Approval of New Improvements or Alteration of Existing Facilities*

Permittee will submit written description and reasons for *minor* alterations or improvements a minimum of 60 days prior to planned implementation. District Ranger is to submit, with District comments, to Forest Supervisor for review and comment by Recreation, Lands, Engineering, and other specialists as necessary. District Ranger will meet with permittee as necessary to revise or negotiate changes. Written approval/disapproval will be sent to permittee by end of 60 days.

For *major* alterations or additional improvements, permittee should submit written description and then meet with District Ranger to develop an action plan and schedule for the approval process. Lead time may vary greatly, depending on the nature of the proposals.

III. FIELD INSPECTION OF PERMIT REQUIREMENTS

Compliance items requiring field inspection, monitoring, and evaluation are identified in the Field Checklist, section **D2**. This checklist identifies performance standards for permit requirements and the dates of scheduled formal inspections (described in Clause 43 of the Office Checklist). The Field Checklist organizes inspection items by geographic location in the permit area, i.e. dock area, parking lot area, etc.

A Field Inspection Form is shown in the section **D3**. In addition to formal inspections, unscheduled spot checks will be made by District personnel and documented on a short form, "Marina Spot-Check," section **D4**. This form may be changed in response to new items of public or agency concern.

A. *Formal Inspections and Documentation*

A total of six (6) scheduled inspections will be made between May and October. Four videotapings are planned to illustrate public use and site conditions at various times before, during, and after the season. In addition to videotaping, all inspectors will document conditions with still photographs. Following is a more detailed description of the inspections and video taping planned.

A *preliminary inspection*, **(Inspection #1)**, by the District Ranger on the 1st Tuesday of May, will be made to review permittee's progress toward opening day. The inspector should check the items shown on the Field Inspection Form. If an item is unsatisfactory, describe the reasons in the space provided and key to the appropriate code on the form.

A *comprehensive on-site review* by Recreation, Lands, Engineering, and the District Ranger will be made at least twice a year, once at the beginning of the season on the Thursday before Memorial Day, **(Inspection #2)** and once at the close of the season on the Thursday after Labor Day, **(Inspection #6)**. Overall condition of the site and its facilities should be documented through the Field Inspection Form and video.

Monthly field inspections will be conducted during the operating season on the 4th Monday of June **(Inspection #3)**, the 4th Thursday in July **(Inspection #4)**, and the 3rd Saturday of August **(In-**

spection #5), by the Forest Service marina administrator and documented directly on the Field Inspection forms provided.

Photos of conditions and facilities should be taken. These photos should be titled, dated, signed on the back, and keyed to the appropriate item on the inspection form. The August inspection will be done in conjunction with the video filming scheduled.

On the 4th of July weekend and the third weekend of August take video tapes of overall site conditions, permittee operations and recreation use. At the beginning of the tape note the date, time, place, and who is doing the inspection and taping.

B. *Unscheduled Spot Checks*

Forest Service personnel working on the Reservoir will conduct unscheduled spot checks of the major safety, sanitation, and service items each time they visit the marina. The Marina Spot-Check form is found in section **D4**, and has been reduced and printed on card stock. Blank forms should be kept in the District vehicles. Problems identified should be documented on the form, photos taken if possible and reported to the District Ranger.

Spot checks will be conducted frequently by two District Staff: The Reservoir Patrol Technician will be at the marina and on the reservoir servicing the boat-to campgrounds and dispersed areas every Thursday thru Sunday. The District Law Enforcement Officer will make regularly scheduled stops at the Marina between 10 p.m. and 2 a.m., including a walk on the docks and completion of the Spot Check form.

The Warren County Sheriff's Department will be encouraged to make regular visits to the Marina while their contracted patrols to Forest Service sites in the area of the Marina. Visits by the Sheriff's Deputy will be documented on their regular patrol log.

C. *Response, Evaluation, and Review*

Following each spot check, unsatisfactory *safety* items will be brought to the attention of the marina manager immediately. A follow-up inspection will be made within 48 hours to see if the situation is corrected. Written documentation of the situation will be made.

The District Ranger, or "acting," will review the spot check reports weekly. If recurring problems are noted, the permittee will be notified in writing.

As a method of providing formal feedback to the permittee, three scheduled meetings will be held:

- o Pre-season review of opening preparation on the first Tuesday in May;
- o Mid-season operation and maintenance review on July 10;
- o Post-season operation and maintenance review and operating plan work session on October 20.

The District Ranger will provide a written summary of the formal inspections and the spot checks for the mid-season and post-season review. Both of these summaries provide the means to identify maintenance needs or performance improvement needed for the next year. These needs will then be incorporated in the operations plan developed cooperatively by the Ranger and the permittee for the next year's operation. The mid-season summary and review will provide the permittee with any performance improvements that may be needed for the remainder of the season.

IV. ANNUAL CALENDAR OF ACTIONS

The Annual Calendar of Administration Actions is provided as part **C.** This calendar identifies key dates for submission of materials by the permittee and for actions required of the Forest Service or the permittee to meet permit requirements.
This calendar needs to be updated annually.

V. TRAINING

A District training/work session will be held by the District in April of each year. District Staff attendance will include, but is not limited to, all recreation technicians involved with administration of Rimrock/ Jakes Rocks, Kinzua Beach area, and the Boat-access sites. The Lead Recreation technician, Recreation Assistant Ranger, Oil, Gas and Minerals (O.G.M.)/Special Uses Assistant Ranger, O.G.M. Special Uses forester, and Level IV trained recreation technician will also attend. This session will review the objectives of this administration

plan, use of inspection forms and other documentation, and observation and reporting requirements.

Section B

1 - Special Use Permit

2 - Development Program

United States Department of Agriculture Forest Service	a. Record no. (1-2)	Region (3-4)	c. Forest (5-6)
AMENDMENT #1 FOR SPECIAL USE PERMIT #1440 Ref: FSM 2714	70	Eastern 09	Allegheny 19
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	Bradford 03	4070	Marina 152
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE ☒ TERM ☐ ANNUAL PERMIT	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	Penn. 42	Warren 123	1

For Marina (KIND OF PERMIT) issued to James S. and Diane L. Rapp d/b/a Kinzua Limited, Inc. (NAME OF PERMITTEE), on May 4, 1982 (DATE OF PERMIT)

which is hereby amended as follows:

Clauses 21. D (2), 21. H, and 31 are hereby deleted and the following inserted in their place.

Clause 21. D (2) The permittee will send to the Forest Supervisor on or before February 1 of each year, an annual operating statement reporting the results of operations including year-end adjustments. The permittee will also include or cause to be provided from each subleasee an operating statement covering results of its operations for the same period. The permittee will also include a balance sheet representing his financial condition at the close of his business year, and a schedule of gross fixed assets adjusted to comply with the terms of this permit in the format and manner prescribed by the Forest Service.

Clause 21. H Fiscal Year. The permittee's fiscal year is from November 1 to October 31. It is understood and agreed that the Forest Supervisor will be notified thirty (30) days in advance, and in writing, before any change is made by the permittee to a new fiscal year.

Clause 31. The District Ranger and the permittee's representative will prepare and annually revise by October 31 an operation plan. This plan will consist of at least the following sections. (Paragraphs A, B, C, and D of the original permit remain in effect)

This Amendment is accepted subject to the conditions set forth herein, and to conditions 1 to 55 attached hereto and made a part of this Amendment.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER / TITLE	DATE
PERMITTEE	James and Diane Rapp d/b/a Kinzua Limited, Inc.	James S Rapp	November 2, 1982
ISSUING OFFICER	NAME AND SIGNATURE: JOHN P. BUTT	TITLE: for Forest Supervisor	DATE: October 12, 1982

GPO 928-202 2700-23 (3/72)

United States Department of Agriculture
Forest Service

TERM SPECIAL USE PERMIT 1440

Act of March 4, 1915, as amended July 28, 1956, or Act of March 30, 1948 (Ref. FSM 2710) and Sec. 7 of the Act of April 24,1950

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	Eastern 09	Allegheny 19
d. District (7-8)	**e. User number (9-12)**	**f. Kind of use (13-15)**
Bradford 03	4070	Marina 152
g. State (16-17)	**h. County (18-20)**	**k. Card no. (21)**
Penna. 42	Warren 123	1

Permission is hereby granted to James S. and Diane L. Rapp

of P.O. Box 1976, Butler, Pa. 16001,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 10 years from the date thereof:

A parcel of National Forest land (32 acres) and water (40 acres), located within U.S. Tracts 1014, 469 and 33a, on Wolf Run Drainage in Mead Township, Warren County, Pennsylvania and more particularly shown on the attached map labeled Allegheny Reservoir Marina, which is made a part of this permit.

The bid dated April 2, 1982, and the Prospectus entitled "Allegheny Reservoir Marina" and dated March 2, 1982, are hereby made a part of this permit.

This permit covers 72 acres and is issued for the purpose of: Constructing, operating and maintaining a public service marina. Structures and appurtenances to be authorized by this permit include but are not limited to the following: Boat Docks and Mooring ›ys, Launch Ramp, Gasoline and Oil Sales and Minor Repairs and Parts, Store to provic ·t, tackle and grocery items, Boat Rentals, Utilities including potable water, sewage disposal system, electric service, public telephone and public sanitary facility. Operational and Security personnel will be provided as set out in the permit terms. Clause 21 relating to liquor sales will apply only if developed in conjunction with a Restaurant/Lounge.

1. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within (See Clause 22) months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of _____ Dollars ($_____) for the period from _____ 19___, to _____, 19___, and thereafter annually on SEE CLAUSES 20 and 21, _____ Dollars ($_____):

~~Provided, however, That the charges for this use shall be readjusted as of and effective on the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis consistent with the value of use authorized by this permit.~~

3. This permit is accepted subject to the conditions set forth herein, and to conditions 20 to 55 attached hereto and made a part of this permit.

	~~NAME OF PERMITTEE~~	~~SIGNATURE~~	~~DATE~~
~~ACCEPTED~~			

	~~NAME AND SIGNATURE~~	~~TITLE~~	~~DATE~~
~~ISSUING OFFICER~~			

(CONTINUED ON REVERSE)

4. Development plans; lay- plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the f rest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be revoked upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided,* That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further,* That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The [illegible] accordance with Clause 16 shall in no event exceed [illegible] for the taking thereof.

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

GPO 934-899

20. Rental Charge for Government-Owned Improvements

A. Fee for Government-owned Improvements Listed in Schedule A

In consideration for the use of Government-owned improvements, the permittee will pay an annual charge in the amount of $1,000.00 which is determined by the bid submitted. See Schedule "A" attached for list of Government-owned improvements. For the 1982 season this amount will become due 15 days after the issuance of this permit and thereafter annually on the first day of the permittee's fiscal year.

B. Fee, for Future Improvements Installed by the Government

In the event that additional improvements are installed by the Government for the enhancement or betterment of the Marina operation, the fee for these improvements will be calculated at the same proportionate rate that the permittee bid for the use of the Government improvements listed in Schedule A of this permit.

Any changes in the flat fee as a result of the installation of additional Government improvements will be reflected in the permit by an amendment.

21. Fee Clause for Concessions (Graduated Rate Fee System)

A. Fee Clause Definitions

1. For purposes of recording and reporting sales, and sales-related information including the cost of sales, the activities of the concessioner are divided into:

Grocery. Includes the sale of items usually associated with grocery stores such as staple foods, meats, produce, household supplies, and drug articles. This item also includes the sale of bottled soft drinks and beer when included in the grocery operation.

Service, Food. Includes the serving of meals, sandwiches, and other food materials either consumed on the premises or prepared for carryout. Snackbars are included here, as well as the sale of nonalcoholic drinks and beer, served in conjunction with food.

Service, Boats. Includes servicing and the sale of fuels, lubricants, and all kinds of articles used in servicing and repairing boats.

Merchandise. Includes the sale of miscellaneous clothing, and such items as hardware, souvenirs, and gifts. Bait, fishing rods, reels, boats, motor and boating accessories are included, as well as other sporting equipment and clothing sales.

Service, Liquor. Includes the sale of alcoholic drinks for consumption on the premises and other sales ordinarily a part of a bar or cocktail-lounge business. Where a bar is operated in conjunction with a restaurant or overnight accommodations, liquor and beer sales are recorded separately from the other sales and included in this category. The sale of alcoholic beverages for consumption off the premises is also included in this item, except as indicated in "Grocery" and "Service, Food".

Rentals and Services. Includes the rental of marina-type equipment, such as boats, motors, boat docks and boat moorings, and boat launching.

2. Gross Fixed Assets (GFA) - Is the total cost of improvements, equipment, and fixtures necessary and used to generate sales and other income during the permit year on the permitted area or within the development boundary shown in this permit.

   a. Costs of the following items verified by a representative of the Forest Service to be in existence and use by the permittee are included:

      1) Expensed items that are identifiable structures, major equipment, such as a road maintenance equipment, or land improvements which play a distinct role in generating sales.

      2) Identifiable permittee costs, whether capitalized or not, to provide utility services to the area.

   b. Such items as the following are not a part of GFA:

      1) Assets that ordinarily qualify for inclusion in GFA, but which are out of service for the full operating year for which fees are being determined.

      2) Land.

      3) Expendable or consumable supplies.

      4) Intangible assets, such as goodwill, organization expense, and permit value.

      5) Improvements not related to the operation.

      6) Luxury improvements not used to generate sales.

      7) Improvements not located on the permit sites within the development boundary.

As of May 1, 1982, the initial GFA under this ownership has been determined to be $ 106,776.00 as shown in detail on attached schedule "B".

3. Sales for the purpose of fee calculation include (1) revenue derived from all goods and services sold which are related to operations under this permit and (2) the value of gratuities not excluded by item g. Gratuities include such goods, services, or privileges as discounts, gifts, dividends, or benefits that are furnished to such individuals as stockholders, owners, creditors or other obligees, officers, employees or their families, at rates or under conditions not available to the general public. Such gratuities will be sales-priced by the permittee at the current price to the public.

The following items will be excluded from gross receipts or revenues to arrive at sales:

a. Refunds from returned merchandise and receipts from sales of real and personal property used in the operation.

b. Rents paid to the permittee by subleases, even if based on sales. (The gross sales of subleases are included as provided under item (1).)

c. Amounts received for goods sold, services rendered, or privileges granted at a price lower than the permittee's current price to the public. (The full value is included as provided under item (2).)

d. Sales taxes paid or payable to taxing authorities and Federal and State gasoline taxes on sales of gasoline collected from customers.

e. Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

f. Value of sales where the permittee is serving as a collection or sales agent for businesses not directly associated with the permitted operation. This includes such things as bus or sightseeing-ticket sales for trips not related to activities on the permitted area, telephone-toll charges, and accident-insurance sales.

g. Items listed in a policy statement prepared by the permittee pertaining to gratuities previously approved in writing by the Forest Supervisor. The policy may provide for those furnished to persons present in the interest of public safety; those whose presence will significantly increase sales by publicity for the operation; competitors, judges, and other officials of organized competitive or exhibition events; officials responsible for inspection and administration of the permitted use; and other similar purposes. The policy statement will describe how gratuities are to be recorded. A record of all gratuities will be kept by the permittee as a part of the records under this permit.

h. Franchise receipts. These are amounts paid the permittee by subleases, as determined at the time franchise operations are authorized, solely for the opportunity to do business at a specific location in addition to a stated rental fee. Franchise receipts may be in the form of fixed amounts of money or reduced prices for the franchiser's product or service. No franchise operations will be undertaken until approved, in advance, by the Forest Supervisor.

i. Commissions. These are payments received by the permittee for serving as an agent or providing services, such as those described in items e and f.

B. Fee Schedule

The annual fees due the United States for those activities authorized by this permit shall be calculated on sales according to the schedule below.

Kind of Business	Breakeven point (Sales to GFA) (percentage)	Rate Base (percentage)	Balance of sales rate (percentage)
Grocery	70	.75	.85
Service, Food	70	1.25	1.50
Service, Boats	70	1.30	1.60
Merchandise	70	1.50	1.80
Service, Liquor	60	1.80	2.15
Rentals & Services	30	4.50	5.95

A weighted-average break-even point (called the break-even point) and a weighted-average rate base (called the rate base) will be calculated and used when applying the schedule to mixed business. If the permittee's business records do not clearly segregate the sales into the business categories authorized by this permit, they will be placed in the most logical category whenever possible. If sales with a different rate base are grouped, it will be necessary to place them all in the rate category that will yield the highest fee. The fee on sales below the break-even point will be calculated using 50 percent of the rate base. The fee on sales between the break-even point and twice the break-even point will be calculated using 150 percent of the rate base. The fee on sales above twice the break-even point will be calculated using the balance of sales rate. Form 2700-19 will simplify computation.

To the above basic fee will be added the fee for commissions calculated by applying the weighted average fee rate to revenue collected as commissions. The weighted average fee rate is derived by dividing the total basic fee by sales.

(If a surcharge is bid) - A surcharge of 50 percent will be applied to and added to the basic fee. The surcharge will be applied annually for the term of this permit.

The minimum annual fee for this use, which is due in advance and is not subject to refund, will be equal to the fee that would result when sales are forty percent of the break-even point. This fee will be calculated and billed by the Forest Service during the final quarter of the permittee's fiscal year using the most recent GFA figure and previously reported sales data for the current year, plus, if the operating season is still active, estimated sales for the remainder of the year.

C. Rate Redetermination

Upon determination by the Chief of the Forest Service that sufficient changes have occurred in conditions relating to specific kinds of business to warrant review, break-even points and rates will be re-examined and, if appropriate, new schedules will be prepared by the Forest Service to be effective in all permits authorizing such business or businesses. The charges for this permit will be developed according to the new schedule, as of, and effective on, the beginning of the permittee's business year following approval of the revised rate schedule.

D. Payment Schedule and Financial Statements

Reports and deposits required shall be tendered in accordance with the schedule below. They will be sent or delivered to the Collection Officer, Forest Service, USDA, at address furnished by the Forest Supervisor.

The permittee will:

(1) During the final fiscal quarter, pay within fifteen (15) days of billing by the Forest Service, the annual minimum fee for the next year.

(2) The permittee will send to the Forest Supervisor on or before April 1 of each year an annual operating statement reporting the results of operations including year-end adjustments. The permittee will also include or cause to be provided from each subleasee an operating statement covering the results of its operations for the same period. The permittee will also include a balance sheet representing his financial condition at the close of his business year, and a schedule of gross fixed assets adjusted to comply with the terms of this permit in a format and manner prescribed by the Forest Service.

(3) Within fifteen (15) days of receipt of a statement from the Forest Supervisor, pay any additional fee required to correct fees paid for the past year's operation.

(4) Report sales, calculate fees due using forms supplied, and make payment each calendar quarter except for the first quarter and periods in which no sales take place and the permittee has notified the Forest Service that his operation has entered a seasonal shutdown for a specific period. Reports and payments will be made by the 15th of the month following the end of each reportable period.

The Forest Supervisor, prior to April 30, will furnish the permittee with a tentative rate which shall be applied to sales in the fee calculation (item 4), such rate to be one that will produce the expected fee based on past experience. The correct fee will be determined at the end of the year and adjustment made as provided under item (3). Any balance that may exist will be credited and applied against the next payment due.

All fee calculations and records of sales and GFA are subject to periodic audit. Errors in payment will be corrected as needed in conformance with those audits.

E. Service Charge

A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be $15, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday.

F. Access to Records

For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the permittee agrees to make all of the accounting books and supporting records to his business activities, as well as those of subleases operating within the authority of this permit, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities.

Review of accounting books and supporting records will be made at dates convenient to the permittee and reviewers. Financial information so obtained will be treated as confidential as provided in regulations issued by the Secretary of Agriculture (36 CFR 200.10).

The permittee will retain the above records and keep them available for review for three (3) years after the end of the year involved, unless disposition is otherwise authorized by the Forest Service in writing.

G. Accounting Records

The permittee shall follow generally accepted accounting principles in recording his financial transactions and in reporting results to the Forest Service. When requested by the Forest Service, the permittee at his own expense, will have his annual accounting reports audited by a public accountant acceptable to the Forest Service. The permittee will require his subleases to comply with these same requirements. The minimum acceptable accounting system will include:

(1) Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this permit. Receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements. Receipt entries should be supported by such source documents as cash register tapes, sale invoices, room rental records, and cash accounts from other sources.

(2) A record of all disbursements, including capital items, and a permanent record of investments in facilities.

H. Fiscal Year

The permittee's fiscal year is from January 1 to December 31. It is understood and agreed that the Forest Supervisor will be notified thirty (30) days in advance and in writing before any change is made by the permittee to a new fiscal year.

DEVELOPMENT, CONSTRUCTION, OPERATION, AND PERFORMANCE BOND

22. Site Development Schedule

The permittee will prepare a development schedule satisfactory to the Forest Supervisor for the timely construction of the required facilities and services authorized by this permit. The minimum development schedule listed below is agreed to by the permittee, but may be accelerated at the option of the permittee:

a. Prior to 4/2/82 - The permittee will submit to the Forest Supervisor for review and approval an itemized priority list of the planned improvements required by the "Prospectus for the Allegheny Reservoir" dated 3/2/ 1982; such schedule shall set forth the due date for completion of the improvements and shall be made a part of this permit. Included in this submission shall be detailed surveys, plans, and working drawings as required by clause 23 for the facilities and improvements to be constructed in the minimum development program.

b. Prior to May 31, 1986 - Complete construction of the minimum development program required by the prospectus.

Upon an adequate showing of cause, the above minimum development schedule may be adjusted by the Forest Service, provided such adjustment will not delay completion beyond May 31, 1987.

Failure to perform the construction of required facilities by scheduled dates will be conclusively presumed to constitute a breach of the conditions of the permit, and the permit will be subject to revocation. If the permit is so revoked, the permittee will be given a reasonable time to remove the improvements and restore the site.

In the event there is agreement with the Forest Service to expand the facilities and services provided on the areas covered by this permit, the permittee shall jointly prepare with the Forest Service a development schedule for the added facilities prior to any construction. Such schedule shall be made a part of this permit.

23. Development Plans

Clause 4 is supplemented to require that sufficient copies, as called for by the Forest Supervisor, of all plans for construction, reconstruction, or alternation of improvements be submitted well in advance of the start of work.

a. Site Plan

The permittee shall prepare site plans to show the location of all buildings, service areas, roads and structures. Such plan shall be on a scale of 1 inch equals 50 feet with 2-foot contour intervals. The permittee is encouraged to consult with the Forest Service during the preparation of the site plan to ensure that it is adequate and to gain multiple use compliance. No construction shall be undertaken by the permittee prior to site plan approval.

b. Site Restoration and Protection Plan

A plan shall be prepared to cover landscaping, shoreline stabilization, erosion control needs, and other work required to stabilize, beautify and protect the surface of the permit site. Said plan shall include provisions for drainage, retaining structures, seeding, and planting to be made for the prevention and control of erosion on the permitted area and the National Forest lands adjacent to the permitted area, insofar as the latter may be influenced by the permitted use.

c. Building and Service System Plans

All plans and specifications for buildings shall be prepared by an architect licensed in the State in which the building will be located. The plans shall be in accordance with the Uniform Building Code. Building plumbing shall be in accordance with the National Plumbing Code. Other systems shall be designed in accordance with recognized standards.

The permittee shall submit to the Forest Service a certification by the architect or engineer who inspected construction that the building has been constructed in accordance with the approved plans before the building is approved for use.

d. Water and Sewage Plans

Plans and specifications shall be prepared and approved by a registered Civil (Sanitary) Engineer. Water supply systems shall meet the standards given in the U.S. Public Health Service publication No. 24, "Manual of Individual Water Supply Systems". Sanitary and solid waste systems shall meet the requirements of the State of Pennsylvania as well as Federal standards. Other systems will be designed in accordance with recognized standards.

24. Bond

A performance bond in the amount of $25,000 will be required to guarantee that public service facilities are operated and maintained in accordance with the terms of this permit, and to guarantee removal of permittee improvements and restoration of the permit site upon expiration, termination or revocation of said special use permit. This bond will be held until the permit expires or the use is otherwise ended.

Should the surety or the bond delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Forest Service. In lieu of surety bond, the permittee may deposit into a Federal depository, as directed by the Forest Service, and maintain therein cash in the amounts provided for above or negotiable securities of the United States having a market value at time of deposit of not less than the dollar amounts provided above. The permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

NONDISCRIMINATION AND LIABILITY

25. Nondiscrimination

During the performance of this permit, the permittee agrees:

a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.

c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.

d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

26. Indemnification

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

27. Risks and Hazards

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenons in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

28. Insurance

The permittee shall have in force public liability insurance covering: (1) property damage in the amount of Fifty Thousand Dollars ($50,000), and (2) damage to persons in the minimum amount of One Hundred Thousand Dollars ($100,000) in the event of death or injury to one individual and the minimum amount of Three Hundred Thousand Dollars ($300,000) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death arising out of the permittee's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as a coinsured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States. The permittee shall require the insurance company to send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, P.O. Box 847, Warren, Pennsylvania, 16365.

RIDER CLAUSE (FOR INSURANCE COMPANIES)

It is understood and agreed that the coverage provided under this policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, P.O. Box 847, Warren Penna. 16365, from the insurance company.

HEALTH, SAFETY, AND SANITATION

29. Boating

Where boats and motors are to be rented to the general public, the permittee shall comply with the provisions of the State boating laws and the Federal Boating Act of 1958 (P.L. 85-911, 72 Stat. 1754) and the permittee shall post at each boathouse, dock, or wharf, the rules for safe operation provided by the Forest Service.

The permittee shall assure that his employees and patrons operate boats in a safe and reasonable manner without endangering the peace and safety of other persons in and about the lake.

All boats shall be of a type that will remain afloat with capacity load when overturned or swamped.

An extra pair of oars must be furnished for each rowboat, one extra paddle for each canoe, a pair of oars or two paddles for each sailboat, and sufficient oars or oarlocks for hand operation of power-driven boats in event of accident to or failure of the ordinary propelling force.

Each boat shall have a mooring line attached to the bow, a heaving line for rescue purposes, and a bailing can.

A life preserver approved by the United States Coast Guard shall be provided by the permittee for each passenger in the boat.

The Forest Service reserves the right to test any and all boats, canoes, and other devices for water travel to determine their stability and safety and to suspend or prohibit their use if, in the opinion of the Forest Service, they do not comply with the minimum safety requirements of the permit.

30. Sanitation

The operation and maintenance of all sanitation, food-service, and water-supply methods, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The permittee shall dispose of all garbage and refuse in a place and manner specified by the Forest officer in charge.

The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.

31. Operations Plan

The District Ranger and the permittee's representative will prepare and annually revise by ~~May 31~~ OCT 1 an operation plan. This plan will consist of at least the following sections:

A. Maintenance

Documentation and scheduling of maintenance and restoration work that will be required during the permittee's fiscal year, and a determination of whether or not the jobs scheduled for the past year have been completed satisfactorily. Maintenance will be required only to the extent which maintains the improvements in the condition they were received by the permittee. Follow-up on scheduled maintenance and restoration work will be made periodically by the District Ranger.

B. Schedule of Operations

A Schedule of Operations which will include:

1. Spring Opening Date
2. Hours when facilities are to be open to the public.
3. Duty hours of all personnel.
4. Fall Closing Schedule

As a minimum, the facility will be open to serve the public during daylight hours from Memorial Day through Labor Day.

C. Safety.

This portion of the plan will include consideration of all hazards involved in the use and enjoyment of the permitted area and lake facilities. It will include provisions for adequate instructions, signs, warnings, signals, banners, buoys, and other safety precautions necessary to provide public safety regarding mechanical equipment and other sources of personal injury.

D. Fire Control

This will include provisions for prevention, control, and extinguishing of fires on the permitted areas and within his area of responsibility defined on an included map. Such shall be jointly reviewed and revised at intervals of not less than three (3) years.

32. Landscaping Plan

The permittee shall submit planting plans to reasonably restore or protect all areas disturbed during construction of the marina. Such plans will identify plant material by botanical name, size, and location. Each stage of construction will be considered complete only upon completion and acceptance of the successful seeding and planting in the vicinity of construction. All seeding and planting required on the permitted area shall be completed according to the development schedule.

*Date should correspond to end of permittee's fiscal year.

33. Fire Equipment

The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.

ENVIRONMENTAL CONTROL

34. Water Pollution

No waste or byproducts shall be discharged if it contains any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

35. Esthetics

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

36. Use of Pesticides

Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the (permittee, licensee, etc.) on the due date established by the Forest Supervisor. The report will cover a 12 month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted, at which time an emergency request and approval may be made.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest Systems lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

OPERATION OF SERVICES

37. Permittee Representative

The permittee or a designated representative shall be present on the premises at all times when the facilities are open to the public. The permittee will notify the District Ranger in writing who the representative will be.

38. Resident Caretaker

The permittee shall provide a resident caretaker on site at all times during the normal operating season. Said caretaker shall be sole operator of the light, heating, and water plants or systems, in addition to his duties as caretaker. Location and type of residence facility will be approved in advance by the Forest Officer in Charge.

39. COE Flowage Rights

The land herein described is subject to the U.S. Army Corps of Engineers' rights of flowage to 1365 feet above sea level for the operation, maintenance and administration of the water storage, electric power operation, and flood control facilities and functions of the Kinzua Dam; and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

No permanent improvements shall be located below 1365 feet above sea level.

40. Other Rights-Outstanding and Reserved

The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

41. Winter Dock Storage

The Forest Supervisor may approve the winter storage of floating improvements such as docks and ramps which are owned, leased, or operated by the permittee and used to provide services authorized by this permit at locations outside boundary of land herein described. Requests for such approval shall be submitted to the Forest Officer in charge at least 30 days in advance of date planned for the transfer of specified floating improvements to the proposed winter storage area.

42. Regulating Services and Rates

The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The permittee will be required to furnish the Forest Service a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service; provided, that the permittee shall not be required to charge prices lower than those charged by comparable or competing enterprises.

43. Suspension of Use of Operation

The Forest Service reserves the right to inspect the permitted facilities and improvements at any time for compliance with terms of this permit, and if in the opinion of the Forest Supervisor there is insufficient adherence to the terms of the permit, he may suspend use or operation of any part, or all, of the permitted facilities or improvements. Such inspections by the Forest Service do not relieve the permittee of his responsibilities under other terms of this permit.

44. Gambling

Gambling or gambling machines or devices will not be permitted on National Forest lands regardless of whether or not they are lawful under State law or county ordinances.

45. Liquor Sales

The sale of beer is allowed under this permit. However, if conditions develop as a result of this privilege which, in the judgement of the Forest officer in charge are undesirable, the sale of such beer shall be discontinued. In the event that this action becomes necessary, the permittee will be informed in writing by the Forest Service.

46. Advertising

The permittee, in his advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of his permit, or the area covered by it or tributary thereto.

The fact that the permitted area is located on the Allegheny National Forest shall be made apparent in all of the permittee's brochures and advertising regarding use and management of the area and facilities under permit.

47. Signs

No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.

48. Parking Areas

The permittee shall restrict all parking to areas approved by the Forest Service.

49. Animals

No animals or fowl, other than household pets, shall be kept upon the premises.

50. Conduct

The permittee will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, will call in the appropriate law-enforcement officer.

All rules and regulations enforced by the permittee in regard to the use by the public of the premises concerned by this permit shall be subject to the approval of the Forest Supervisor.

The permittee will prepare and conspicuously post such rules of use as may be required. The infraction of the rules will be called to the attention of the offenders and reoccurrences of these infractions will be brought to the attention of the proper enforcement officers.

51. Subleasing

The permittee, in the exercise of the privileges granted by this permit, shall require that his employees, subleases, contractors, subcontractors, or renters and their employees comply with all applicable conditions of this permit and that the conditions of this permit be made a part of all subleases, contracts, subcontracts, or rental agreements.

52. Corporation Status

The permittee, if a corporation, shall furnish the Forest Supervisor a copy of the articles of incorporation, a copy of the corporation's bylaws and, in addition, an authenticated copy of a resolution of the board of directors specifically authorizing one certain individual or individuals to represent the permittee in its dealing with the Forest Service. Also, the permittee will furnish the Forest Service a list of officers and directors of the corporation and their addresses and promptly notify him of any changes. A certified list of the stockholders and amount of stock owned by each will be furnished the Forest Supervisor on his request.

53. Solid Waste Management Guidelines for Beverage Containers

In accordance with E.O. 11752, permittee will comply with the Guidelines for Beverage Containers, 40 CFR 244. In general, the guidelines require that a system be established for the return of all beverage containers in order to conserve energy and material resources. As an incentive to the consumer to return empty containers to the retail dealer, the guidelines require that the consumer pay a minimum deposit of 5 cents on each beverage container. The dealer is to refund the deposite when the consumer returns the container.

If beverages are dispensed from bulk containers in individual serving cups, the permittee will not be subject to the above requirement. However, if recycling opportunities exist locally, now or are available in the future, for the material from which the serving cups are made, specific collection containers will be provided and signed.

54. All facilities must be accessible to the physically handicapped and will meet the Architectural and Transportion Barriers Compliance Road Minimum Guideline and Requirements for Accessible Design, 36 CFR Part 1190.

IV. DEVELOPMENT PROGRAM

The following describes the development program. Responsibility for development is displayed in the development chart. Granting of permits outlined in this prospectus conveys no obligation, implied or otherwise, that the Forest Service will use any appropriated funds for the construction of buildings, facilities, roads or parking areas.

--NOTE--

Because of the flowage easement established by the Corps of Engineers, no permanent facilities will be allowed below elevation 1365.

A. Type of Special Use Permit

A 10 year term permit covering occupancy of the site will be issued to the successful applicant. A sample copy of the permit is attached to this prospectus. Forest Service policy restricts term permits to a maximum of 80 acres.

B. Facilities/Services to be Operational During 1982 Season

Temporary facilities may be used during the first year of operation. Required facilities and services include:

Floating boat docks and/or boat anchorage (buoys) for at least 75 boats.

A minimum of 10 rental boats of which 5 will be motorized rowboats.

A boat servicing station providing gasoline, oil, and minor boat repair parts for boats and motors shall be part of the marina facility.

A resident caretaker must be on the premises at all times during the normal season. A manager or representative of the permittee must be on the premises when facilities are open to the public. Temporary quarters are authorized for use by the caretaker. These facilities must be portable.

Temporary toilets (4) (Port-a-John or similar design) (2 men, 2 women) in the vicinity of the boat docks.

A store (portable) for the sale of incidental food stuffs, fishing tackle, fishing bait, ice and merchandise needed by the vacationing public.

C. Minimum Development Required by May 15, 1983 in addition to the 1982 items.

1. Marina Facilities

Floating docks to rise and fall with fluctuating water levels. The docks must provide mooring space for at least 100 boats. (1982 dock installation plus 1983 dock installation must provide spaces for 100 boats.)

Facilities and equipment necessary to provide launch and haulout services.

Boat anchorage (Buoys) shall be provided for a total of at least 50 boats. (1982 buoy installation plus 1983 buoy installation must equal 50 buoy anchorages.)

A portable boat sewage pumping station that meets state and federal pollution standards.

2. Utilities

a. Electrical Service: Underground electrical service is presently in place to the shoreline. The permittee will be responsible for work involving the provision of additional electrical service to the area. All electric lines will be buried. Electrical service to the docks is a permittee option. Utility connect charges will be the permittee's responsibility.

b. Telephone Service: Underground telephone lines are presently in place on the site. The permittee will be required to provide public telephone service and will be responsible for telephone connect charges.

c. Potable Water: The permittee will be responsible for installation of a waterline from the present well (see Marina Map, Section VII, D.) to the shoreline. Water service on the docks may be provided but potable water at the shoreline for boats and the public must be provided.

The permittee will be responsible for all utility use billings.

3. Walkways

Walkways to the portable toilets are the only walkways the permittee must provide. They shall be surfaced and treated to reduce dust, minimize erosion and to provide safe access to and within the site.

A gravel road and parking system are currently in place and will be blacktopped, striped, and provided with curbs of concrete by the Forest Service by the fall of 1982.

G. Summary of Permittee Development Dates to be Completed and Estimated Cost

DEVELOPMENT	DATE REQUIRED	ESTIMATED COST 1/
Floating Docks and/or Boat Anchorage for 75 Boats	1982 Season	$ 35,000 2/
Ten Rental Boats, Five with/motors	1982 Season	$ 15,000
Boat Servicing (parts inventory)	1982 Season	$ 3,000
Temporary Toilets (rental)	1982 Season	$ 4,000 3/
Manager - Caretaker Residence	1982 Season	$ 5,000
Store	1982 Season	$ 8,000
Store Equipment (refrigerators, aerators, etc.)	1982 Season	$ 5,000
Floating Docks, (development necessary to bring total dockage spaces to 100)	May 15, 1983	$ 30,000
Moorage Buoys (additional buoys to bring total to 50)	May 15, 1983	$ 5,000
Portable Waste Dump Station	May 15, 1983	$ 5,000
Waterline for Potable Water	May 15, 1983	$ 8,000
Floating Docks (development necessary to bring dockage spaces to between 150 - 200)	May 31, 1984	$ 30,000
Sealed Vault Toilets	May 31, 1985	$ 40,000
Surfaced Walkways to Toilets	May 31, 1985	$ 8,000
Boat Launch (construction)	May 31, 1986	$ 8,000
Total Estimated Cost of Permittee Development -		$209,000

1/ The cost of the total development program to the permittee is estimated to be $209,000. Applicants must make their own estimates of probable cost based on their own studies, proposals, and current prices. Before the term permit is issued, the permittee must have firm commitments on funds to complete the total development program bid.

2/ This estimate may vary substantially depending on ratio of boat docks to buoyed moorages installed by the permittee.

3/ Estimated total rental cost for 1982 through 1984.

D. Minimum Development Required by May 31, 1984.

Floating docks with a total capacity of 150-200 boat slips.

Winter boat storage on site for a minimum of 50 boats.

E. Minimum Development Required by May 31, 1985

Sealed vault toilet with four stools per side, for a total of eight stools. Also suitable walkways for pedestrian use will be provided and access for vault pumping service will be provided.

F. Minimum Development Required by May 31, 1986

Construction of new boat launch or repair of existing unit, with suitable permanent surfacing.

Section C

CALENDAR

October 1986

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Submit Annual Operations Plan Submit prices and rules for review	2	3	4
5	6	7	8	9	10	11
12	13 Columbus Day	14	15	16	17	18
19	20 Ranger/ Permittee finalize Operating Plan	21	22	23	24	25
26 Daylight Saving Time Ends	27	28	29	30	31 Ranger approve Operating Plan Submit sign plan	

November 1986

SUN	MON	TUE	WED	THU	FRI	SAT
						1 All Saints Day Annual Rent due
2	3	4 Election Day	5	6	7	8
9	10	11 Veterans' Day	12	13	14	15 Quarterly Report of Sales
16	17	18	19	20	21	22
23	24	25	26	27 Thanksgiving Day	28	29
30						

December 1986

SUN	MON	TUE	WED	THU	FRI	SAT
	1 Approve prices/rules	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21 Winter Begins	22	23	24	25 Christmas Day	26	27
28	29	30	31 New Year's Eve			

Section C

Calendar of Due Dates

Permittee Due

Forest Service Due

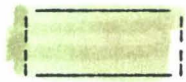
Meeting

Field Inspection

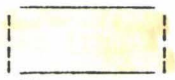
Section C

Calendar of Due Dates

Permittee Due



Forest Service Due



Meeting

Field Inspection

January 1986

SUN	MON	TUE	WED	THU	FRI	SAT
			1 New Year's Day	2	3	4
5	6 Epiphany	7	8	9	10	11
12	13	14	15 Fourth Tax Due	16	17	18
19	20 King's Birthday Holiday	21	22	23	24	25
26	27	28	29	30	31	

February 1986

SUN	MON	TUE	WED	THU	FRI	SAT
						1 Annual Operating Statement due
2 Groundhog Day	3	4	5	6	7	8
9	10	11	12 Lincoln's Birthday Ash Wednesday	13	14 St. Valentine's Day	15
16	17 Washington's Birthday Holiday	18	19	20	21	22
23	24	25	26	27	28	

March 1986

SUN	MON	TUE	WED	THU	FRI	SAT
						1 Submit draft sublease agreement
2	3	4	5	6	7	8
9	10	11	12	13	14	15 Review of sublease agreements done
16	17 St. Patrick's Day	18	19	20 Spring Begins	21	22
23 Palm Sunday	24	25 Purim	26	27	28 Good Friday	29
30 Easter Day	31					

Section C

Calendar of Due Dates

April 1986

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Tax Report Due	16	17	18	19
20	21	22	23	24 Passover	25	26
27 Daylight Saving Time Begins	28	29	30			

May 1986

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6 Preliminary Inspection	7	8	9	10
11 Mother's Day	12	13	14	15 Quarterly Sales Report; Verify insurance; Submit final sublease agmts.	16	17 Armed Forces Day
18 Pentecost	19	20	21	22 Formal Inspection #2	23	24
25	26 Memorial Day	27	28	29	30	31 Construction of docks certified

June 1986

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13 Shavuoth	14 Flag Day
15 Father's Day	16 Second Tax Due	17	18	19	20	21 Summer begins
22	23 Formal Inspection #3	24	25	26	27	28
29	30					

Permittee Due

Forest Service Due

Meeting

Field Inspection

July 1986

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4 Video Documentation	5
6	7	8	9	10 Mid-Season Meeting	11	12
13	14	15	16	17	18	19
20	21	22	23	24 Formal Inspection #4	25	26
27	28	29	30	31		

August 1986

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 Quarterly Sales Report Certify GEA	16 Formal Inspection w/Video #5
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 1986

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4 Formal Inspection w/Video #6	5	6
7	8	9	10	11	12 Inspection results to Permittee	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Section C

Calendar of Due Dates

Permittee Due

Forest Service Due

Meeting

Field Inspection

Section D

Forms and Checklists

1 - Office Check Lists

a - Annual

b - Single Occurence

2 - Field Checklist

3 - Field Inspection Form

4 - Spot Check List

OFFICE CHECKLIST

ANNUAL OR RECURRING COMPLIANCE ITEMS

Code	Clause	Performance Standards	Due Date	Responsible	Assisted by Staff: Lands	Rec	Eng	DR	Other
	20	o Permittee pay annual rent.	11/1	Supervisor	XX				
	21	o Pay minimum advance fee.	10/31	Supervisor	XX				
		o Submit quarterly report of sales/fees.	5/15;8/15;11/15		XX				
		o Submit annual operating statement	2/1		XX				
		o Pay any additional fees due.	15 d. post-bill		XX				
		o Certification of Gross Fixed Assets.	8/15		XX				
	24	o Permittee post $25,000 perf. bond.	on-going	Supervisor	XX				
	28,26	o Insurance coverage per permit.	5/15	Supervisor	XX				
	31	o FS send inspection results and recommended mtc to permittee.	2nd Fri. after Labor Day	Ranger	XX	XX	XX		
		o Permittee submit annual Oper. Plan.	10/1						
		o Review/revise Operations Plan.		Ranger	XX	XX	XX		
		o Meet w/permittee to finalize Plan.	10/20	Ranger					
		o Letter of approval to permittee (cc FS)	10/31	Ranger					
		Operations Plan will include: 1. Maintainance plan --Mtc/restoration needed during current fiscal year; --Evaln. of last year's mtce. 2. Schedule of Operations --Spring opening date (Memorial Day at latest); --Hours of business (at least during daylight hours); --Identify permittee's designated representative. --Duty hours of all personnel; --Fall closing schedule (Labor Day at the earliest). 3. Safety plan --Consider all hazards in area; --Provide for instructions, signs, warnings, signals, banners, buoys, etc., to protect public. 4. Fire control plan. --Provide for prevention, control, extinguishing of fires on area; --Review/revise at least every 3 years jointly.							
	37								
	41	o Permittee submit written request for winter dock storage outside permit area.	30 days in advance	Supervisor				XX	

OFFICE CHECKLIST

ANNUAL OR RECURRING COMPLIANCE ITEMS

Code	Clause	Performance Standards	Due Date	Responsible	Assisted by Staff: Lands	Rec	Eng	DR	Other
	42,50	o Permittee submit schedule of prices for sales and services, and rules/ regulations.	10/1						
		o FS review for adequacy, types, comparability with other marinas.	11/1	Supervisor	XX	XX			
		o Negotiate w/permittee on revisions.	11/15	Ranger					
		o Approve prices and rules/regs.	12/1	Supervisor					
	43	o Preliminary inspection of permittee's progress for marina opening.	1st Tuesday in May.	Ranger					
		o On-site review of facilities at season opening, with video and written documentation.	Thurs. before Memorial Day	Ranger	XX	XX	XX		
		o Formal inspection with written and photographic documentation.	4th Mon. June 4th Thur. July 3rd wknd. Aug	Ranger					
		o Video documentation of facilities and use.	July 4 wknd 3rd wknd Aug.	Ranger					
		o On-site review of facilities at season close, w/ video & written documentation.	Thurs after Labor Day	Ranger	XX	XX	XX		
		o Periodic field inspections.	On-going	Ranger					
		o Written documentation of compliance status to permittee (see Clause 31).	2nd Fri after Labor Day	Ranger	XX	XX	XX		
	46	o Permittee submit advertising material.	30 d in advance						
		o Review for misrepresentation, identification of ANF as location.		Ranger					
	51,25	o Permittee submit draft sublease agreements.	3/1						
		o Review for incorporation of permit requirements, including nondiscrimination clause, & return to permittee.	3/15	Supervisor	XX				
		o Permittee finalize & obtain sublessor signatures, & submit for approval. Document compliance of subleases with permit requirements (see Cl. 43)	5/1	Supervisor					

OFFICE CHECKLIST

SINGLE OCCURRENCE COMPLIANCE ITEMS

Code	Clause	Performance Standards	Due Date	Responsible	Assisted by Staff: Lands	Rec	Eng	DR	Other
	22(1)	o Permittee submit certified dock design.							
		o Construction of docks to specs or better by engineer.	5/31/86	Supervisor			XX		
	23	o Permittee submit development plans for new facilities or major alterations for approval.							
		o FS review for compliance with:		Supervisor	XX	XX	XX	XX	
		Site plan includes:			XX	XX	XX	XX	
		--Location of all buildings, service areas, roads, structures;							
		--Scale 1"=50', 2' contour interval.							
		Restoration & Protection plan includes:			XX	XX	XX	XX	
		--Landscaping, per Clause 32;							
		--Shoreline stabilization;							
		--Erosion control, drainage, retaining structures, seeding, planting.							
	38,54	Building & Service Systems Plan include:				XX	XX		
		--done by PA licensed architect;							
		--meets uniform building code and 36 CFR 1190;							
		--other systems meet recognized stds;							
		--construction certified by licensed architect or engineer.							
		Water & Sewage Systems plan includes:					XX		
		--plans and specs done by registered civil (sanitary) engineer;							
		--water systems meets US Public Health Serv. Publ. No. 24.							
		--waste system meets state/fed stds;							
		--other systems meet recognized stds.							
	40	o Permittee may not obstruct any existing outstanding/reserved rights.	On-going	Supervisor	XX				
	45	o Document authorization for beer sales.		Supervisor	XX				
		o Document if sales are barred.	As needed	Supervisor	XX			XX	

OFFICE CHECKLIST

SINGLE OCCURRENCE COMPLIANCE ITEMS

Code	Clause	Performance Standards	Due Date	Responsible	Assisted by Staff: Lands	Rec	Eng	DR	Other
	47	o Permittee submit overall sign plan, showing location, design, etc. o Review/revise proposed signs. o Approve proposed signing plan. o Sign plans must include location, design, size, color, message.	10/31/86	Ranger		XX			
	52	o Permittee provide articles of incorporation; bylaws; resolution designating the corp's representative. o Permittee provide list of officers & directors w/addresses. o Permittee supply list of stockholders and holdings, if requested by FS.		Supervisor	XX				

FIELD CHECK LIST

"X" Indicates item to be inspected

A. DOCK AREA

Code	Clause	Performance Standard	Inspection # : / Date :	1 / 5/6	2 / 5/22	3 / 6/23	4 / 7/24	5 / 8/16	6 / 9/4
FA1	22(9)	Water line adequately submerged		X	X				X
FA2	22(1)	Number of dock slips.		X	X				X
FA3	22(7a)	Mooring Buoys in place as needed		X	X				
FA4	22(7b)	Harbor "No-wake" buoys in place.			X				
FA5	31C	Orange paint on dock bridges.		X	X				
FA6	31C	Orange paint as needed on docks.		X	X				
FA7	31C	Orange paint on winches.		X	X				
FA8	31C	Winch lever arms removed.		X	X	X	X	X	
FA8	31C	'Watch your Step' on bridge.		X	X	X	X	X	
FA10	31C	Life ring on dock.		X	X	X	X	X	X
FA11	31C	No tread gaps > 2 in.		X	X				
FA12	31C	No tread rise > 1 in.		X	X				
FA13	31C	No obstructions on dock.			X	X	X	X	X
FA14	31C	Bridges have railings.		X	X	X	X	X	X
FA15	22(2a)	Number of Rental Boats with motors.			X				
FA16	22(2b)	Number of Rental Boats without motors.			X				
FA17	29a	Boat Rules posted.			X				
FA18	29(3)	Boat floatability; PFC inspection stick.			X	X	X	X	X
FA19	29(6)	Boat Safety; PFC inspection sticker.			X	X	X	X	X
FA20	29(4)	Extra oars 1). Boat - 1 pair.			X	X	X	X	
FA21	29(4)	2). Canoe - 1 paddle.			X	X	X	X	
FA22	29(4)	3). Sail - 2 paddles.			X	X	X	X	
FA23	29(5)	Boat equipment 1). Mooring line			X	X	X	X	
FA24	29(5)	2). Leaving line			X	X	X	X	
FA25	29(5)	3). Bailing Can			X	X	X	X	
FA26	29(5)	USCG-Approved life preservers			X				
FA27	22(3)	Gas dock accessible to all boats.			X	X	X	X	X
FA28	31C	First aid kit on gas dock.			X	X	X	X	X
FA29	25D	Nondiscrimination sign on gas dock.			X				
FA30	31C	USCG Rules on gas dock.			X				
FA31	34	No pollutants leaking from gas dock.		X	X	X	X	X	X
FA32	34	Potential pollutants stored properly.		X	X	X	X	X	X
FA33	31B	Services available as posted.			X	X	X	X	X
FA34	22(8a)	Waste dump station accessable to boats.			X	X	X	X	X
FA35	22(8b)	Waste dump operational.			X	X	X	X	X
FA36	22(8c)	Waste dump not exceeding 2/3 full.			X	X	X	X	X
FA37	31C	No obstructions on launch.		X	X	X	X	X	X
FA38	22(11)	Boat Launch Surfacing.		X	X				X
FA39	31C	Life ring at boat launch.		X	X	X	X	X	X
FA40	31C	Boating hazards out of water/shore.		X	X				
FA41	33	Fire extinguishers present & function.			X	X	X	X	X
FA42	47	Signs approved and maintained.		X	X		X		X

B. PARKING LOT AREA

Code	Clause	Performance Standard	Inspection # : / Date :	1 / 5/6	2 / 5/22	3 / 6/23	4 / 7/24	5 / 8/16	6 / 9/4
FB1	22(6)	Bait and conve. goods - trailer in place.			X			X	
FB2	25D	Nondiscrimination sign on bait trailer.			X			X	
FB3	30	Health Standards for store?			X			X	
FB4	31B	Services available as posted.			X	X	X	X	
FB5	33	Fire extinguishers present & functional.			X	X	X	X	
FB6	53	Deposit on beverage containers.			X			X	
FB7	31C	Garbage disposed of properly.			X				
FB8	31C	Two garbage cans on parking lot.		X	X	X	X	X	X
FB9	31C	No permittee storage in lot.			X	X	X	X	X
FB10	31C	No boat work/storage in lot w/o ok.			X		X		X
FB11	31C	Parking barriers on water side.			X		X		X
FB12	48	Parking in approved areas only.		X	X	X	X	X	X
FB13	22(4)	Approved toilet in place.			X	X	X	X	X
FB14	30	Toilet is clean and sanitary. Other?			X	X	X	X	X
FB15	34	No discharges of pollutants.		X	X	X	X	X	X
FB16	47	Signs approved and maintained.			X		X		X
FB17	22(9C)	Water Faucet operational.			X	X	X	X	X

C. PERMANENT FACILITY AREA

FC1	22(3b)	Boat repair parts and service available.			X	X	X	X	
FC2	22(4)	Toilets functional and accessible.			X	X	X	X	
FC3	37	Permittee or rep. present during hrs.		X	X	X	X	X	X
FC4	31	Services available as posted.			X	X	X	X	X
FC5	33	Fire extinguishers present & functional.		X	X	X	X	X	X
FC6	47	Signs approved and maintained.			X		X		X
FC7	34	No discharges of pollutants.		X	X	X	X	X	X
FC8	34	Potential pollutants stored properly.		X	X	X	X	X	X
FC9	22(5)	Residence for caretaker on site.			X	X	X	X	
FC10	38	Caretaker living on site.			X	X	X	X	
FC11	49	Only household pets on premises.			X		X		X

D. ENTRANCE AREA AND ROAD

FD1	25D	Nondiscrimination sign at entrance.			X		X		X
FD2	47	Signs approved and maintained.			X		X		X
FD3	48	Parking in approved areas only.		X	X	X	X	X	X

E. OVERALL SITE CONDITION

FE1	35	Scenic value of site maintained.			X		X		X
FE2	30	Permit area clean, neat, orderly			X		X		X
FE3	30	Garbage disposed of properly			X	X	X	X	X
FE4	50	Rules posted conspicuously.			X		X		X
FE5	45	Undesirable cndns. due to beer sales.			X	X	X	X	X
FE6	31C	Emergency numbers on bulletin board.		X	X		X		X
FE7	31C	Gas system inspected preseason.		X	X				
FE8	31C	Electric boxes locked.			X		X		X
FE9	39	No perm. facilities below 1365'.			X				X
FE10	44	No gambling on site.		X	X	X	X	X	X
FE11	36	Verify pesticides used are approved.		X	X	X	X	X	X
FE12	27(1)	Hazard trees and limbs		X	X				X
FE13	27(2)	Other hazardous conditions.		X	X	X	X	X	X

FIELD INSPECTION

Instructions

1. Circle Inspection #. (See Administration Plan - Inspection).
2. Enter date under circled #.
3. Inspect all items not shaded.
   - A Check = O.K.
   - N = note in "remarks" page 3.
   - \- = deficiency, noted in remarks.
4. Use "Code" to identify.

Inspected by: _____

A. DOCK AREA

Code	Clause	Performance Standard	Inspection # : / Date :	1	2	3	4	5	6
FA1	22(9)	Water line adequately submerged							
FA2	22(1)	Number of dock slips.							
FA3	22(7a)	Mooring Buoys in place as needed							
FA4	22(7b)	Harbor "No-wake" buoys in place.							
FA5	31C	Orange paint on dock bridges.							
FA6	31C	Orange paint as needed on docks.							
FA7	31C	Orange paint on winches.							
FA8	31C	Winch lever arms removed.							
FA8	31C	'Watch your Step' on bridge.							
FA10	31C	Life ring on dock.							
FA11	31C	No tread gaps > 2 in.							
FA12	31C	No tread rise > 1 in.							
FA13	31C	No obstructions on dock.							
FA14	31C	Bridges have railings.							
FA15	22(2a)	Number of Rental Boats with motors.							
FA16	22(2b)	Number of Rental Boats without motors.							
FA17	29a	Boat Rules posted.							
FA18	29(3)	Boat floatability; PFC inspection stick.							
FA19	29(6)	Boat Safety; PFC inspection sticker.							
FA20	29(4)	Extra oars 1). Boat - 1 pair.							
FA21	29(4)	2). Canoe - 1 paddle.							
FA22	29(4)	3). Sail - 2 paddles.							
FA23	29(5)	Boat equipment 1). Mooring line							
FA24	29(5)	2). Leaving line							
FA25	29(5)	3). Bailing Can							
FA26	29(5)	USCG-Approved life preservers							
FA27	22(3)	Gas dock accessible to all boats.							
FA28	31C	First aid kit on gas dock.							
FA29	25D	Nondiscrimination sign on gas dock.							
FA30	31C	USCG Rules on gas dock.							
FA31	34	No pollutants leaking from gas dock.							
FA32	34	Potential pollutants stored properly.							
FA33	31B	Services available as posted.							
FA34	22(8a)	Waste dump station accessable to boats.							
FA35	22(8b)	Waste dump operational.							
FA36	22(8c)	Waste dump not exceeding 2/3 full.							
FA37	31C	No obstructions on launch.							
FA38	22(11)	Boat Launch Surfacing.							
FA39	31C	Life ring at boat launch.							
FA40	31C	Boating hazards out of water/shore.							
FA41	33	Fire extinguishers present & function.							
FA42	47	Signs approved and maintained.							

B. PARKING LOT AREA

Code	Clause	Performance Standard	Inspection # : / Date :	1	2	3	4	5	6
FB1	22(6)	Bait and conve. goods - trailer in place.							
FB2	25D	Nondiscrimination sign on bait trailer.							
FB3	30	Health Standards for store?							
FB4	31B	Services available as posted.							
FB5	33	Fire extinguishers present & functional.							
FB6	53	Deposit on beverage containers.							
FB7	31C	Garbage disposed of properly.							
FB8	31C	Two garbage cans on parking lot.							
FB9	31C	No permittee storage in lot.							
FB10	31C	No boat work/storage in lot w/o ok.							
FB11	31C	Parking barriers on water side.							
FB12	48	Parking in approved areas only.							
FB13	22(4)	Approved toilet in place.							
FB14	30	Toilet is clean and sanitary. Other?							
FB15	34	No discharges of pollutants.							
FB16	47	Signs approved and maintained.							
FB17	22(9C)	Water Faucet operational.							

C. PERMANENT FACILITY AREA

FC1	22(3b)	Boat repair parts and service available.							
FC2	22(4)	Toilets functional and accessible.							
FC3	37	Permittee or rep. present during hrs.							
FC4	31	Services available as posted.							
FC5	33	Fire extinguishers present & functional.							
FC6	47	Signs approved and maintained.							
FC7	34	No discharges of pollutants.							
FC8	34	Potential pollutants stored properly.							
FC9	22(5)	Residence for caretaker on site.							
FC10	38	Caretaker living on site.							
FC11	49	Only household pets on premises.							

D. ENTRANCE AREA AND ROAD

FD1	25D	Nondiscrimination sign at entrance.							
FD2	47	Signs approved and maintained.							
FD3	48	Parking in approved areas only.							

E. OVERALL SITE CONDITION

FE1	35	Scenic value of site maintained.							
FE2	30	Permit area clean, neat, orderly							
FE3	30	Garbage disposed of properly							
FE4	50	Rules posted conspicuously.							
FE5	45	Undesirable cndns. due to beer sales.							
FE6	31C	Emergency numbers on bulletin board.							
FE7	31C	Gas system inspected preseason.							
FE8	31C	Electric boxes locked.							
FE9	39	No perm. facilities below 1365'.							
FE10	44	No gambling on site.							
FE11	36	Verify pesticides used are approved.							
FE12	27(1)	Hazard trees and limbs							
FE13	27(2)	Other hazardous conditions.							

Field Inspection Remarks and Notes

Date: _____

Code	Remarks

MARINA SPOT CHECK

Facility Condition and Operation Report

(To be completed by F.S. Personnel each visit to premises)

Date: _____ Time: _____ am/pm Weather: wet/dry, warm/cool, windy/calm

Visited by: _____

FACILITIES & OPERATIONS	Condition Check= ok Y = yes N = no	check if remarks below	Photograph taken: Y = yes N = no
A. DOCKS- appear safe and no obvious hazards noted			
B. BOAT OPERATIONS- no unsafe operations observed by:			
1. Marina Staff			
2. Public			
C. RESTROOMS- 1. Functional			
2. Clean			
3. Odor			
D. PARKING- In approved areas			
E. REFUSE CONTAINERS			
F. LIGHTING- (after dark)			
G. GATES- locked/unlocked			
H. GENERAL APPEARANCE OF AREA			
I. SERVICES- PERSONNEL PRESENT			
1. Gas Dock Attendent			
2. Bait/Convience Store			
3. Boat/Motor Repair			
4. Manager/Permittee Rep.			

J. TALKED TO: (circle y or n, and add notes on subject if related to operation and maintence of marina)

1. MANAGER: (Y / N)

2. STAFF: (Y / N)

3. BOATERS: (Y / N)

REMARKS: (enter reference to above lines by Letter and number)

Section E

Supplemental Rules, Guides, Plans and Reference Materials

1. Health and Safety Plan
2. Fire Protection Plan
3. Terms (Of Boat Slip Lease)
4. Rules and Regulations at Marina
5. Cleaning Standards
6. Nondiscrimination Poster

MAR 1 2 1986

HEALTH AND SAFETY PLAN

for 1986

Boating Services at Wolf Run Bay

The purpose of this plan is to provide adequate instructions, signs, warnings, signals, banners, buoys, and other safety precautions necessary to provide public safety as to use or misuse of mechanical equipment and other foreseeable sources and causes of personal injury as pertains to the operation of all boating facilities. Contents of this have been jointly reviewed by the permittee and Forest Service. The plan shall be completed and approved before public use of the area is permitted.

A. Docks: Rental, Transient and Gasoline Service

1. Beginning and ending of floating bridges to dock shall be painted with bright orange safety paint. The same shall apply to other dock connections which present safety hazards.

2. A warning sign with wording "Watch your Step" shall be placed at entrance to floating bridge to warn the public about rough and hazardous pathway conditions on dock.

3. A Coast Guard approved life-ring will be installed on the dock.

4. All deck winches shall be painted with bright orange safety colored paint. The winch lever arms shall be removed from the winches when not in use.

5. Dock paneling shall be replaced as needed. Sturdy plywood inserts should be used for temporary duration. No gaps greater than two inches should occur anywhere in the dock deckings. No vertical rise greater than 1" shall exist on dock walkways.

6. Remove and do not allow storage of any loose materials or tools on any portion of the dock walkway.

7. A fully equipped family size or larger first aid kit shall be kept available in the vicinity of the gas service dock.

8. A sign shall be placed on the service end on the dock which shows the U.S. Coast Guard Rules for Safe Operation and Safe Refueling.

9. Bridges will have railings.

B. Boat Launch

1. Keep area clear of all loose debris, lumber and other obstacles at entrance to launch area.

MAR 1 2 1986

2. Provide at least one Coast Guard approved life-ring at boat launch.

C. Parking Lot

1. The permittee shall dispose of all garbage and refuse from this use, including waste materials, garbage and rubbish of all kinds, in a lawful manner and in compliance with local solid waste disposal regulations and the instructions of the Forest Officer in charge.

2. The permittee shall provide two garbage canisters along parking lot at major service ways. These containers shall be maintained as often as needed to present a neat and sanitary condition.

3. Storage of docks, cradles, anchors, cable and other debris by permittee will not be allowed in the parking lot.

4. The parking lot will not be used as a work area to boat storage area without prior Forest Service approval.

5. Parking barriers will be installed and maintained on the water side of parking lot to prevent vehicles from rolling over edge into water. These parking barriers should be continuous from the boat launch to west end of parking lot.

6. Electrical boxes and valves will be enclosed to protect public.

D. Shoreline and Harbor

1. Scrap iron, dock remnants and miscellaneous debris will be removed from shoreline and harbor bottom to reduce hazard to boats and boaters.

E. General

1. The entire gas supply system will be inspected prior to May 1, by an inspector approved in advance by the Forest Service.

2. The electrical boxes and valves will be locked to protect the public.

3. Post on all bulletin boards, a list of emergency telephone numbers to contact for emergency services such as Fire, personal injury and police.

F. Fuel Spills

1. A fuel spill of more than 5 gallons shall be reported to the F.S. and PA. Department of Environmental Resources with 24 hours.

G. Drinking Water

1. A monthly water sample will be taken to an approved testing

MAR 1 2 1986

facility, with results sent to the F.S.

James C Higgins
Bradford District Ranger

3/12/86 (as agreed at 10/24/85 meeting)
Date

Permittee

Date

MAR 1 2 19

1986

FIRE PROTECTION PLAN
FOR
BOATING SERVICES AT KINZUA-WOLF RUN MARINA

A. Zones of Fire Protection

The following represent zones for which separate fire protection provisions have been determined. The requirements outlined shall be considered to be the minimum acceptable.

1. Gasoline Service Docks
   a. Fire Extinguisher Requirements
      (1) 2-20# CO_2 or Dry Chemical
   b. No Smoking Signs - Two signs required
      (1) One facing toward shore and one facing the reservoir.

2. Office Trailer
   a. Fire Extinguisher Requirements
      (1) One 10# or greater CO_2 or Dry Chemical

3. Rental Docks

4. Storage and Lease Areas (Parking Lot, Boat Launch)

5. General Requirements for All Zones

   a. All equipment shall be approved by one of the nationally recognized testing labs such as Underwriters' Laboratories, Inc.

   b. Operating and maintenance instructions shall be posted on each extinguisher.

   c. Extinguishers shall be located so that they are readily accessible in the event of fire. When possible, extinguishers shall be located within 50 feet of any possible fire source.

   d. Two and one-half, five and ten pound fire extinguishers can be used to make up the total poundage requirement.

B. General Responsibility

MAR 1 2 1986

The permittee is responsible for:

1. The provisions and maintenance of all fire protection equipment.

2. Training of all employees in fire prevention and the proper emergency action to be taken in the event of fire.

3. Providing necessary equipment to control the spread of fire.

4. Handle any necessary movement or evacuation of boats, equipment and supplies.

C. Fire Alarm

1. No special equipment other than a telephone is required to sound a fire alarm. In the event of a fire, a telephone call will make fire fighting equipment available in approximately 15 minutes. Fire fighting assistance can be provided by dialing 723-7100 or the operator. A decal with the following information should be posted on all phones. In case of fire, call 723-7100.

2. Electricity - No special arrangements need be made to shut off the electricity in case of fire. When a fire alarm is turned in, a representative of Penelec will usually respond to make whatever electrical disconnects are necessary. If additional help is required, the Fire Department will request it.

D. Water Supply

1. The Allegheny Reservoir will provide the source of water for fire fighting operations conducted by the Clarendon Volunteer Fire Department.

E. Maintenance

1. Electrical Wiring and Equipment - A visual inspection of all electrical wiring, ground connections, conduit, hangers, supports, connections, outlets, appliances, devices and portable cords installed or used shall be made, at intervals of not more than 30 days, by a representative of permittee. All corroded, worn, broken or defective materials shall be replaced immediately.

2. Portable fire extinguisher equipment - All fire protection equipment shall be inspected and maintained according to paragraph A-2 of this plan.

F. Cleanliness

MAR 1 ~ 1986

1. Oily rags, empty paint cans, wood shavings, sawdust, wood paste and other combustible refuse shall be stored in covered metal cans prior to disposal. Containers shall be labeled "Combustible Refuse" and labeled in red.

2. Covered containers shall be provided at convenient locations throughout the area for rubbish and debris. The containers shall be properly labaled and maintained. A schedule of pick-up shall be effected which will insure a good public health condition.

3. Patrons shall be encouraged not to use flammable materials such as paint, thinner, etc., while boats are berthed in the area without permission from the management so that proper fire protection can be arranged.

G. Signing

1. No Smoking signs shall be posted as outlined in paragraph A of this plan.

2. Boat owners and the general public shall be kept aware of the important role they play in preventing fires through the judicious posting of pertinent literature and personal reminders to those using or visiting the site.

3. Signs shall be posted showing maximum number of people allowed on all floating structures including bridges, and all other floating structures.

H. Fueling Boats

Fueling from cans shall be prohibited at berths, but is permitted at the gasoline service dock.

Approvals

James C Higgins

JAMES C. HIGGINS
Bradford District Ranger

3/12/86 (as agreed at 1/24/85 meeting)

Date

JAMES S. RAPP
Kinzua-Wolf Run Marina Permitte

Date

TERMS

Kinzua Wolf-Run Marina

A. LEASE NOT TRANSFERABLE - The lease herein described is not transferable, without the lessor's consent, either to another person or for any vessel other than that specifically described above.

B. CANCELLATION BY LESSEE - A Lessee who cancels his lease shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the days remaining in the lease after assumption by the replacement tenant.

C. CANCELLATION BY LESSOR. If at any time it is considered by the Lessor to be in the best interest of the Marina or its tenants, Lessor reserves the right, after 10 days notice, to cancel the lease and the tenant shall remove his vessel from the marina before expiration of the 10 day notification period. Lessor shall reimburse Lessee for the unused portion of the lease at 1% per day on the number of days between the day the Lessor leaves and September 2,1985.

D. VESSEL IS INSURED Lessee warrants that the above described vessel is insured for liability. Lessee agrees that he will be held responsible for damage which his vessel may cause, by any means, to other vessels in the Marina or to the Marina structures, equipment or facilities.

E. LESSOR NOT LIABLE FOR FIRE, THEFT,ETC. Lessor will take all reasonable precautions to protect the safety and property of Lessee. However, Lessor assumes no responsibility for the safety of any vessel moored in the Marina and will not be liable for fire, theft or damage to Lessee's vessel, its equipment, engines, dinghies, etc., however arising. Lessor DOES NOT insure Lessee against fire, theft, damage or any other loss or casualty to Lessee's vessel, its equipment, engines (including outboard engines), dinghies, etc. including trailers and cradles.

F. SUNKEN VESSEL In the event any boat or vessel sinks or becomes a hazard to navigation Lessor shall have the right to recover the same without notice for the purposes of preserving the assets of said boat or vessel, or removing or eliminating said hazard, and shall have a lien upon said boat or vessel for the costs thereof which Lesee agrees to pay in full within 60 days from delivery of a statement thereof, and if so failing to pay Lessor is empowered and authorized to make a sale of said boat or vessel and to apply proceeds of said sale to any costs, and clear and free title shall pass to the purchaser at any said sale and Lesee covents and agrees to save and render Lessor of sale purchaser harmless for any said sale or actions taken pursuant hereto or for purposes hereof.

G. EMERGENCY In an emergency situation, Lessor shall be permitted to move Lessee's unattended boat to a safer location if possible. Provided, however, that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.

H. RENEWAL OF LEASE This lease is NOT automatically renewable. However, tenancy shall give Lessee renewal priority over another applicant for a slip up to March 31,1986. This lease shall be renewable only by signing a new agreement,and by payment in advance of the appropriate lease fee.

I. RULES AND REGULATIONS The attached Rules and Regulations of Kinzua-Wolf Run Marina and posted signs are made a part of this lease. Failure by Lessee to observe these rules shall give Lessor the right to terminate the lease on 10 days notice, or to refuse to renew the lease.

J. END OF SEASON If the Lessee's vessel has not been removed from the Marina by October 1,1985 the Lessor shall pull and store the vessel and bill the Lessee at prevailing rates for the service rendered. Revised 3/30/85

RULES AND REGULATIONS at KINZUA-WOLF RUN MARINA

1. To be admitted the Lessee shall report to the Marina Office to show their current state boat registration.

2. Vessels shall be secured in their berths in a manner acceptable to the Lessor or the Lessor, after notice to the Lessee, will properly secure the vessel for the Lessee and will charge the Lessee for labor and materials for this work at the hourly labor rate.

3. In the event of severe storm Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. However, the Lessor cannot assume responsibility for said protection, or for any damages to Lessee's vessel should such protection be inadequate.

4. Lessee's are welcome to perform service work on their own vessels provided however:

(a) That the work is actually performed by the owner, members of his family, or friends who are not working for pay. Please see item 5. below.

(b) That the vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving use of power tools, paint, paint remover, solvent or the like on any exterior part of the vessel.

(c) That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the marina.

5. No "outside" contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Marina until they have:

(a) Provided written authorization from the vessel's owner to enter the vessel and to perform the indicated work.

(b) Obtained permission from the Marina manager to perform such work.

(c) Scheduled and paid for use of a designated work slip.

(d) Arranged with the Marina to have the vessel moved to the designated work slip , if marina feels this to be necessary. Contractor personnel violating this rule will be asked to leave.

6. Boat owners are requested not to make reference to the Marina when advertising their vessels. This will save both legal and personal embarrassment.

7. "For Sale" signs shall not be placed on vessels or anywhere within the marina. Boat owners selling their boats must accompany prospective buyer when showing the vessel. This is primarily an element of the security precautions which have been recommended to Marina management.

8. Advertising or soliciting shall not be conducted in the Marina.

9. Lessee will report to the Dock Masters Office whenever their vessel is brought into at the beginning of the season or when the vessel is being removed from the Marina. The Marina reserves the right to place other vessels in a Lessee's slip, only when the boat is removed from the water, and to charge therefore, when the slip is not being used by the Lessee.

10. The laws of the State, and the Clean Waters Act specifically prohibit discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond or tidal waters. The Marina supports these regulations and will provide every assistance to the enforcement agencies to assure compliance within the marina. Tenants, tenants' family and guests are expected to cooperate by using the Marina's shoreside toilets and by placing all garbage and refuse in the receptacles provided by the Marina.

11. Please dump portable toilets into the receptacles specifically provided and marked for this purpose.

12. Noise shall be kept to a minimum at all times and an 11:00 p.m. curfew shall be observed on all activities which may create noise offensive to others. Tenants shall use discretion in operating engines, generators, radios and television sets. Boisterous parties are not welcome at any time.

13. Tenants shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not in use, or shall be neatly coiled and stowed. The Marina reserves the right to confiscate hoses and electric cords which are not so stowed, items shall be returned upon owner's request.

14. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazardor nuisance to the Marina or to the other Tenants. In addition to the good housekeeping practices listed above, this rule specifically includes the following:

(a) Swimming, diving or fishing in the Marina bay is not permitted.

(b) No charcoal or open fires will be allowed on the Marina premises except in designated picnic areas. Cooking shall be permitted aboard boats equipped for such.

(c) Dogs and pets will be kept on a leash at all times. Owners are expected to clean up after their pets promptly.

(d) Children shall not be allowed to run on the marina piers. This can be a dangerous activity and it is always a nuisance to others. Revised 3/9/85

CLEANING STANDARDS

1. ***Toilets and showers, change rooms***

- Toilet bowls, risers, seats, seat covers, and urinals free of deposits on surfaces
- Building interiors free of dirt, trash, graffiti, insects (dead and alive), and spider webs
- Floors free of standing water
- Chromeware clean and bright
- Toilet paper, towels, and seat covers (where provided), stocked to last until next day and/or cleaning
- Unpleasant odors (both sewage and chemical) eliminated.

2. ***Toilets and other buildings (exterior)***

- Walkways and trails clean and clear of obstructions
- Floor mats clean
- Exterior walls free of graffiti
- Roof generally free of leaves and branches
- Eaves free of wasp nests, bird nests, and spider webs.

3. ***Toilet vaults***

- Vaults not more than three-fourths full
- During pumping, the vaults should be cleaned as thoroughly as possible to help prevent the production of odors.

4. ***Tables***

- Tops and seats free of dirt, grease, and large carvings
- Under portion free of spider webs, etc.

5. ***Fireplaces, char-grills, fire rings, and stoves***

- No more than half-full of ashes
- All ashes and partially burned wood confined to fireplace or grill
- Grill surface free of grease and food particles at time of ash removal
- Pedestals and bases straight and secure, and components functional
- Leftover firewood stacked beside unit.

6. ***Garbage cans and depositories***

- Plastic liner half-full or less
- Emptied within 7 days
- Cans clean on the outside. All litter and debris picked up around cans or containers

- Inside of cans/depositories sprayed with approved disinfectant and/or insecticide at each clean out or dumping as needed
- Containers leakproof
- Area around containers free of flies and stinging insects.

7. *Hand-pumps, fountains, and hydrants*

- All units free of grease or residue
- All units secure and drip-free
- Catch basins (drains) free of food particles, soaps, grease, debris, standing water, and functioning properly
- All fixtures and facilities meet applicable standards. Threaded faucets removed
- Fixtures disinfected as necessary
- Water tests meet applicable standards.

8. *Grounds*

- Generally free of trash, bottles, cans, glass, and obvious litter
- Family units free of all litter, including bottle caps, flip tops, and cigarette butts
- Trees free of nails, rope, wire, hazard branches, etc.
- Managed, planted lawns maintained according to O&M plan
- Steps, decks and ramps free of loose boards, loose nails, and slick spots
- All tripping hazards eliminated.

9. *Signs, posters, and bulletin boards*

- All signs bright, straight, and secure
- Signs and bulletin boards free of holes, blemishes, random staples, nails, etc.
- Paper signs and posters fresh and up-to-date
- Area around sign posts free of weeds and brush, unless planned landscaping
- Posters kept to minimum. Only those necessary for regulation, health, safety, and required information are provided.

NOTICE

Discrimination because of race, color, sex, religion or national origin is not permitted in any aspect of the operation of this Federal Outdoor Recreation Facility.

FOREST SERVICE
U S
DEPARTMENT OF AGRICULTURE

Address complaints of violation to :
Chief, Forest Service, U.S. Department of Agriculture
Washington D.C. 20250

23-4